

General Conditions

1. GENERAL

1.1. The contract between the Merchant and Worldline shall consist of (i) the Framework Contract, (ii) each Contract Module, (iii) the General Conditions, (iv) the Privacy Notice and Processing Terms, (v) any Service, Product or Special Conditions listed in the Contract Modules and (vi) the Documentation (the “**Contract**”). In case of contradiction between the different documents, the order of prevalence included in the Contract Module shall prevail (unless specifically determined otherwise).

1.2. The Merchant acknowledges that the Contract was the result of negotiation between the parties and is reasonable and balanced given the Product(s) and/or Service(s) provided by Worldline. The Merchant expressly waives its own general or special terms and conditions of contract or purchase, regardless of their designation, even if these were provided to Worldline or referenced elsewhere.

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

1.4. Over the course of time, subsequent Contract Modules can be agreed upon (e.g. to address changes or additional services). In such cases, these subsequent Contract Modules shall form an integral part of this Contract and will be governed by its terms.

2. DURATION

2.1. Unless otherwise stated in the Contract Module, the Contract shall enter into force on the date of its signature and remain in effect for an initial term of one (1) year. Following the initial term, the Contract shall be automatically renewed for successive periods of one (1) year each, unless either party terminates the Contract for convenience by giving written notice at the latest ninety (90) calendar days before the expiry of the initial term or the renewal term.

2.2. The termination of the Contract shall automatically result in the termination of all individual Services. Conversely, the termination of an individual Service shall not result in the termination of the other Services under the Contract.

2.3. The termination of the only Service ordered under the Contract shall automatically result in the termination of the Contract.

3. TERMINATION

3.1. Each party may terminate the Contract for cause, with immediate effect, in accordance with the Termination Modalities, where:

- 3.1.1. the other party has committed a material breach of any provision of the Contract that is not remediable, or in the case of a remediable breach, fails to remedy the breach within sixty (60) calendar days after receiving a written notice of default warning that the Contract may be terminated if the breach is not remedied. Any breach of Applicable Laws, such as laws relating to anti-bribery, fraud, or anti-money laundering, shall be considered non-remediable;
- 3.1.2. the other party becomes insolvent, or is involved in cessation of payments, bankruptcy, winding-up, dissolution, liquidation, or similar proceedings, or entirely or partially discontinues its activities;
- 3.1.3. the other party fails to pay any amount due under the Contract within thirty (30) calendar days after receiving a written reminder.

3.2. In addition to the rights under clause 3.1 above, Worldline may entirely or partially, terminate the Contract for cause, with immediate effect, in accordance with the Termination Modalities, where:

- 3.2.1. the Merchant's conduct has, or threatens to have, a negative impact on Worldline's reputation, or there are facts or indications suggesting such an impact;
- 3.2.2. the Merchant has engaged in, or is suspected of engaging in, unauthorised, illegal, fraudulent, or unlawful activities involving Worldline's products, services, or software (including where Chargeback requests against the Merchant exceed 1% per month at any point of sale, or where the Merchant, or a person associated with or connected to the Merchant, is listed on a Special Register); or
- 3.2.3. the Merchant has not conducted any Transactions for a period of six (6) months;
- 3.2.4. the Merchant fails to comply with the PCI/DSS requirements or fails to cooperate with any investigation by Worldline or any Payment Scheme.

Worldline shall make reasonable efforts to provide the Merchant with advance notification of such termination.

3.3. In addition to the rights under clauses 3.1 and 3.2 above, Worldline may entirely or partially terminate the Contract, with immediate effect, in accordance with the Termination Modalities:

- 3.3.1. at the request of a Payment Scheme, a regulator, a competent authority, or Worldline's Financial Institution;
- 3.3.2. where a Payment Scheme, a regulator, or another competent authority initiates or threatens to initiate an investigation into the Merchant or its transactions, or imposes or threatens to impose a Penalty due to an act or omission by the Merchant.

Worldline shall make reasonable efforts to provide the Merchant with advance notification of such termination.

4. SUSPENSION

4.1. Either party may suspend its performance of the Contract, entirely or partially, under the same circumstances described in Article 3.1 of these General Conditions.

4.2. Worldline may suspend its service delivery at any time without such suspension giving rise to any compensation for the Merchant, where:

- 4.2.1. Worldline deems the suspension necessary for the security or integrity of its services, software, electronic network, or electronic payments generally;
- 4.2.2. Worldline is entitled to terminate the Contract under Article 3.

Worldline shall make reasonable efforts to provide the Merchant with advance notification of such suspension.

4.3. The right of suspension under this Article 4 shall exist in addition to, and shall not prejudice, the rights of termination under Article 3 or any other rights or remedies to which a party may be entitled. The suspension of any or all of a party's obligations under this Contract shall not relieve the other party of its obligations under the Contract.

5. DEFECTS

5.1. Unless otherwise stated in the Contract, the delivery or implementation of a new Product or Service shall be deemed accepted by the Merchant if the Merchant does not submit a substantiated, written rejection within three (3) Business Days following the delivery or implementation.

5.2. If the Merchant identifies a defect in a Product, Service or software delivered by Worldline that is directly attributable to Worldline (or if, in the Merchant's view, such a defect would fall within the warranty coverage of that Product or Service), then the Merchant shall inform Worldline in writing within ten (10) calendar days of such identification (limitation period), using the contact details provided on Worldline's website.

6. CHANGES

6.1. Worldline may adjust all prices and fees annually, with effect from January 1st, according to the following formula:

$$\text{new amount} = \text{previous amount} \times (0,2 + 0,8 \times \frac{\text{Index} - \text{Starting Index}}{\text{Starting Index}})$$

The Agoria Labour Cost Index for companies in the digital sector (hereinafter: "*Agoria Index*") applies. The New Index is the Agoria Index for January of the year the amounts are adjusted. The Starting Index is the Agoria Index for January of the last year the previous amount applied.

6.2. Worldline shall have the right to entirely or partially revise all conditions (including financial conditions) of the Contract at any time. In particular, Worldline may activate or replace a Payment Scheme. Worldline shall notify the Merchant of these changes at least two (2) months in advance, unless the changes are mandated by Applicable Laws, which may require a shorter notice period. The Merchant has the right to reject these changes in writing within the specified notice period, after which the Contract will be terminated automatically on the last day of that period, without incurring any termination costs. Otherwise, upon expiration of this period, the Merchant will be deemed to have unconditionally accepted the new conditions and expressly waived its right to terminate the Contract based on these changes.

6.3. Worldline shall have the right to implement any improvements and changes to its Products and Services (including the associated Documentation, Instructions, and procedures) that it deems necessary or useful (e.g. for reasons of business continuity, the development and security of the payment system, and/or Worldline's electronic network or payment products, including the innovation, replacement or discontinuation of certain products or services). The Merchant shall accept such improvements and changes and shall comply with Worldline's Instructions regarding their implementation.

6.4. Worldline's portfolio of supported Payment Schemes, payment methods, or currencies ("**Payment Features**") may evolve over time. Consequently, it may no longer be feasible for Worldline to support a particular Payment Feature. In such instances, Worldline shall notify the Merchant of the "end-of-life" of the relevant Payment Feature as

soon as reasonably possible, without any obligation to provide any compensation to the Merchant.

6.5. Additionally, a Payment Scheme may no longer be able to provide certain Payment Features, or such Payment Features may no longer be made available to merchants, due to changes in their characteristics or acceptance criteria. In such cases, Worldline shall stop providing the affected Payment Feature to the Merchant, without any obligation to provide any compensation to the Merchant.

6.6. The Merchant must immediately notify Worldline by registered letter from the moment it ceases to accept electronic payments.

6.7. The Merchant shall be solely responsible for the consequences of any modifications made to the Products or Services provided under the Contract, whether such modifications are undertaken by the Merchant or a third-party. This includes, in particular, situations where such modifications could cause changes and/or disruption to the software that may alter the nature of the Services or Products provided to the Merchant.

7. PAYMENT

7.1. Any fee due under the Contract shall be paid in the manner of payment specified in a Contract Module. If no specific manner of payment is indicated, the fees shall be due and payable when the Service is provided by Worldline and Worldline shall have the right to offset such fees against any amounts payable by Worldline to the Merchant or against any amounts held by Worldline on behalf of the Merchant (including, for the avoidance of doubt, the Reserve) or to grant any other manner of payment at its discretion.

7.2. When fees are invoiced under the Contract, and unless specified otherwise in the Contract Module, invoices must be paid no later than their due date, or, if no due date is mentioned on the invoice, within thirty (30) calendar days after the invoice date.

7.3. Worldline shall have the right, by operation of law and without prior notice of default, to increase the amount of any fee that is not paid in full on the due date with a fixed compensation of fifteen per cent (15%), with a minimum of forty euros (€40,-), as well as a contractual default interest of eleven and a half per cent (11,5%) per annum. Worldline also reserves the right to charge the Merchant reasonable compensation for recovery costs exceeding the fixed sum and arising from late payment.

If Worldline needs to reactivate suspended services due to non-payment by the Merchant or the Merchant's termination of the direct debit mandate, Worldline shall have the right to charge any costs associated with the reactivation.

7.4. Complaints regarding invoices (e.g., incorrect amounts) or set-offs must be submitted to Worldline

in writing within fourteen (14) calendar days from the invoice date or the end of the month in which the amount was offset.

7.5. If the Merchant disputes a part of an invoice, the Merchant may only withhold payment of the disputed part until the dispute is settled. The Merchant may not withhold payment for undisputed parts of the invoice.

7.6. If the Merchant fails to pay one or more invoices for two (2) consecutive months after the due date, Worldline shall have the right to repossess all rented equipment (such as a Hardware Terminal) and/or suspend the Service(s). Worldline also reserves the right to charge the Merchant for the costs of returning and reactivating the equipment and/or Service(s).

7.7. Any fees or other amounts due under any Contract Module are listed in the currency stated in the applicable Contract Module, and exclusive of any applicable taxes (e.g. VAT), withholding taxes, or other duties or governmental levies. All taxes and duties payable under the legislation of the Merchant's country regarding the Products supplied or Services rendered by Worldline under a Contract Module shall be borne by the Merchant. The Merchant is obliged to adhere to the provisions applicable in its country in relation to indirect taxes, withholding taxes, and any other duties or governmental levies.

7.8. Whenever the agreed payment method is not carried out through offsetting, or whenever Worldline elects to invoice fees, the Merchant unreservedly agrees to pay Worldline by direct debit. The Merchant shall provide Worldline with a SEPA direct debit mandate associated with the bank account specified in the Contract Module. By signing this mandate, the Merchant unreservedly agrees that Worldline will request the Merchant's bank to collect the amounts due from this account. Worldline will notify the Merchant of this collection in accordance with the agreed payment terms. If the Merchant terminates the direct debit mandate, Worldline shall have the right to fully or partially suspend its own contractual obligations with immediate effect, and without prejudice to any other rights Worldline may have under law or contract, until a new mandate is issued.

7.9. Worldline shall be entitled to assign, pledge, or transfer its receivables to any factoring company without prior notification to or approval from the Merchant.

8. PROOF

8.1. The Merchant acknowledges the importance of electronic transactions, electronically available documents, and electronic records (as registered by the payment terminals and central computer systems of Worldline). The Merchant accepts that such

information, as well as all file data and documents in non-paper formats, possesses the same evidentiary value as paper forms, is legally binding, and may be used in judicial proceedings.

8.2. The Merchant accepts the concept of a digital signature (also known as an electronic signature) and agrees that the digital 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 and has the same evidentiary value as a “wet ink signature”.

8.3. Worldline reserves the right to provide data, information or documents to the Merchant, to communicate with the Merchant, or to issue Documentation or Instructions through any durable medium it deems appropriate, including e-mail, Worldline’s website, or the Merchant Portal.

9. INTELLECTUAL PROPERTY

9.1. All intellectual property rights to its Products and Services (including software, Documentation, and Instructions) are owned by Worldline or its licensors.

9.2. Subject to additional terms contained in specific Product or Service Conditions, Worldline grants the Merchant a limited, non-exclusive, non-transferable license to use the Products or Services and any of their components, including any documentation or software provided by Worldline, solely for the purpose of using the Products or Services under the Contract, to the extent strictly necessary to operate the Products and/or receive the Services, and solely for the Contract’s duration (the “**License**”). Unless otherwise expressly permitted by Applicable Laws, the Merchant shall not copy, reproduce, change, translate, enhance, decompile, disassemble, reverse engineer, or create derivative works of the Products or Services or any of their components, including the software.

9.3. The Merchant shall indemnify Worldline for any claims, losses or damages suffered by Worldline due in whole or in part to the Merchant’s breach of the License or this Article 9.

9.4. If the Merchant needs to obtain certain information to achieve compatibility with independently developed software, the Merchant shall first negotiate in good faith with Worldline to reach an agreement on the conditions under which such information would be made available by Worldline.

9.5. Worldline shall indemnify the Merchant against any claims by a third party that Worldline deems justified, and shall defend any claim or action brought against the Merchant in a court of competent jurisdiction, where the third party alleges that the use of the Services or Products, as defined in each relevant Contract Module, infringes that

party’s intellectual property rights. Worldline shall bear the cost of such indemnification (including reasonable legal costs but excluding attorneys’ fees), and any damages awarded (or settled) against the Merchant in connection with such claims that are specifically attributable to them. This indemnity shall not apply to software licensed from third parties.

In the event of any claim pursuant to this clause being upheld by a competent court, Worldline in its sole discretion shall have the option:

- 9.5.1. to obtain the right for the Merchant to continue using the Service or Product;
- 9.5.2. to change or replace the Service or Product so that its use no longer infringes the intellectual property rights of the third party;
- 9.5.3. if the above options are not commercially viable, to require the Merchant to (a) stop using the Service or Product; or (b) return the Service or Product to Worldline against reimbursement of the purchase price, minus a reasonable depreciation registered in the Merchant’s accounting books.

9.6. The indemnification obligation set forth in the previous clause 9.5 shall only apply if:

- 9.6.1. the Merchant immediately informs Worldline of any claim and delegates all claims handling and settlement to Worldline;
- 9.6.2. the Merchant refrains from responding to the claim and does not admit liability or agree upon any settlement without Worldline’s prior written consent;
- 9.6.3. the Merchant provides such information, cooperation, and assistance as may be reasonably required by Worldline for the handling and settlement of such proceedings;
- 9.6.4. the alleged infringement is not caused by the Merchant’s use of the Service or Product in a manner that is not permitted by the relevant Contract Module, Documentation or Instructions, or is manifestly unreasonable;
- 9.6.5. the alleged infringement is not caused by the use of the Service or Product in combination with a product, software, service, or other element not supplied by Worldline, nor is it a result of or contributed to by the Merchant’s breach of its obligations and/or the restrictions set forth in this Article 9; and
- 9.6.6. the Services or Products are not used outside the territory allowed by the relevant Contract Module.

9.7. Worldline shall not be liable for damages that could have been avoided or mitigated by actions within the Merchants’ control.

10. RISK ALLOCATION

10.1. Worldline shall only be liable for its own acts or omissions and not for the acts or omissions of any third parties, including, without limitation, Payment Schemes, issuers, or Financial Institutions.

10.2. Worldline and the Merchant agree that recovery of damages resulting from non-performance or improper performance of a contractual obligation by a party’s auxiliary (“*hulpverzor*”/ “*auxiliaire*”), within legal limits, is grounds for a contractual claim solely against the party itself and not against the auxiliary, even if the event causing the damage also constitutes a tort (“*onrechtmatige daad*”/ “*acte illicite*”).

10.3. Worldline shall not be liable for damages that could have been avoided or mitigated by actions within the Merchant’s control.

10.4. Except in case of wilful misconduct or fraud, Worldline shall not be liable for any indirect or consequential damages, such as work stoppages, overtime, revenue loss, administrative fines or other fines, loss of profits, temporary engagement of third parties, lost cost reductions, damage to or loss of data, third-party claims, loss of opportunities, reputational harm.

10.5. Subject to the provisions of this Article 10, Worldline’s maximum aggregate liability per Contract Module and per calendar year for any and all claims arising from or in connection with the Contract, whether contractual or extra-contractual (including, without limitation, indemnification obligations), shall be limited to the greater of: (a) 1.000,- EUR; or (b) 30% of the relevant portion of the average monthly sums paid by the Merchant to Worldline under the relevant Contract Module during the 12-month period immediately preceding the date on which the damage occurred. The “*relevant portion*” refers to the part relating to the Service or Product connected to (or causing) the damage. If this portion cannot be clearly identified, it shall be determined by the parties in good faith, taking into account the share of the affected Service or Product in the total amount. The relevant portion shall never include any pass-through amounts owed to third parties by Worldline (e.g., interchange fees and Payment Scheme fees for acquiring Transactions).

10.6. Nothing in the Contract shall limit either party’s liability for death or personal injury, and fraud or fraudulent misrepresentation.

10.7. The Merchant shall indemnify and hold Worldline harmless from and against any Penalties or other costs incurred by Worldline arising from any act or omission (or more generally, the conduct) of the Merchant or any Cardholder.

10.8. Any claim against Worldline shall expire if it has not been notified to Worldline within twelve (12) months from the time the Merchant became

aware of, or reasonably should have become aware of, the circumstances giving rise to the claim.

10.9. Worldline and the Merchant agree that the limitation of liability provisions set out above establish a fair distribution of risks between the parties. Both parties acknowledge that the price of the Products and Services under the Contract reflects this risk distribution and the overall economy of the Contract, without which the parties would not have entered into the agreement.

11. MERCHANT DECLARATIONS

11.1. The Merchant warrants that:

- 11.1.1. it possesses the legal capacity and authority to enter into the Contract and to perform its obligations under the Contract;
- 11.1.2. it has all necessary licenses, permits, and authorizations required to sell the goods and/or services for which it is making use of any of the Products and Services to be provided under the Contract;
- 11.1.3. it shall strictly refrain from selling and/or providing any goods or services that violate any Applicable Laws, good morals, common decency, public order, or applicable codes of conduct in the territory where the Merchant operates;
- 11.1.4. (i) it has entered into the Contract in its own name and on its own behalf and not as an intermediary; (ii) it shall not permit any third party to use any of the Services or Products provided under the Contract without prior express permission from Worldline, and (iii) it shall only use the Products and Services for professional purposes and solely for payments due and payable to it and not a third party;
- 11.1.5. it shall comply with all Applicable Laws, the Payment Scheme Rules, and the applicable PCI Standards;
- 11.1.6. it shall comply with any Instructions issued by Worldline, as well as any guidelines or recommendations issued by its Payment Service Providers (PSPs) and Network Service Providers (NSPs);
- 11.1.7. it shall ensure and be responsible for the legality, accuracy, quality, traceability, completeness, and consistency of all information disclosed to Worldline in the context of the Contract;
- 11.1.8. it shall maintain an effective complaints procedure throughout the term of the Contract, allowing Cardholders to easily submit complaints regarding the Merchant's goods or services, and ensuring that such complaints are addressed in a prompt, efficient, and fair manner. The Merchant shall ensure that its complaints procedure is easily accessible to Cardholders, enabling them to easily contact the Merchant

through multiple channels, including at least email and telephone.

11.2. The Merchant accepts that Worldline has the right to audit (or have a third party audit) the Merchants' activities for the purposes of Worldline's risk management, to verify the financial health of the Merchant and/or the nature of the products/services offered by the Merchant to its customers. Furthermore, in accordance with the Applicable Laws, Payment Schemes or supervisory authorities shall have the right to audit the activities of the Merchant at any time.

12. FORCE MAJEURE

12.1. Neither party shall be held liable for any damages suffered by the other party as a result of an event of force majeure, i.e. an unavoidable and unforeseeable cause or circumstance that is beyond the reasonable control of the affected party, rendering the performance of its obligations partially or completely impossible. Examples of force majeure include, but are not limited to, wars, earthquakes, fires, floods, pandemics or epidemics, unexpected strikes, serious computer fraud, and disruptions to the supply of energy and telecommunications.

12.2. The parties shall cooperate in good faith to address such a force majeure situation and its consequences. However, if a force majeure situation persists for a minimum of thirty (30) calendar days, the unaffected party shall be entitled to terminate any Contract Modules impacted by the force majeure.

13. DATA PROTECTION

13.1. Both parties shall comply with their respective obligations under Applicable Laws regarding data protection.

13.2. For the provision of the Products and Services, unless explicitly stated otherwise in the relevant Product and Service Conditions: (i) Worldline shall be considered an independent Controller, and (ii) nothing in the Agreement shall be construed as designating either party as joint controllers in relation to the Processing of Personal Data.

13.3. The rights and obligations of each party concerning the Processing of Personal Data are further detailed in the Privacy Notice, Processing Terms and the applicable Service Conditions, each of which form an integral part of the Agreement.

14. COMBATTING FRAUD

14.1. Worldline may, from time to time, participate in information-sharing arrangements related to fraud with other providers of payment services as set up by competent authorities, or by Payment Schemes and providers of payment services independent of governmental involvement. Worldline reserves the right to share any data or information about this Contract and the Transactions processed

thereunder within the context of such fraud-related information-sharing arrangements.

14.2. In addition to clause 14.1 above, Payment Schemes, regulators, or payment industry organisations may periodically maintain registers and monitoring systems ("Special Registers") related to breaches of contracts or conduct that adversely affects parties to contracts under which services are provided in relation to payment means bearing their brands, including termination for cause of such contracts. The Merchant acknowledges its awareness of such Special Registers and understands that its breaches of the Contract or the termination of any Contract Module due to non-compliance with the Terms may be recorded in such Special Registers.

15. BUSINESS INTEGRITY

15.1. In fulfilling their obligations under the Contract, both parties shall at all times act ethically and in compliance with Applicable Laws.

15.2. Without limiting the generality of clause 15.1 above, the Merchant must not do anything, or fail to do anything, in connection with the Contract that would cause a breach of any applicable laws or regulations relating to anti-corruption, Sanctions, embargoes, export controls, human rights, discrimination, environmental protection, sustainable development, competition law, or public procurement law.

15.3. The Merchant and its Affiliates, directors, officers, employees, agents, intermediaries, and subcontractors involved in the performance of the Contract, and any individuals acting on its behalf must not directly or indirectly give, offer to give, or authorise the giving of, or solicit, accept, or agree to accept from any person anything of value, to or from any person, to improperly influence actions or decisions of such person. This includes obtaining any illegal or improper advantage or pursuing any other unlawful purpose in connection with the Contract.

15.4. The Merchant may not process any payment or Transaction for, or on behalf of, any person, entity, or jurisdiction subject to Sanctions, nor facilitate any breach of such Sanctions.

15.5. The Merchant represents and warrants that it has implemented, and shall maintain, rules and procedures appropriate to its size and business activities to ensure ethical business practices and to prevent, detect, and address corruption, influence peddling, and other breaches of probity, as well as violations of Sanctions and export control regulations.

15.6. If the Merchant becomes aware of any violation of this Article 15, it shall immediately notify Worldline. Any breach of this Article 15 shall be considered a material breach for which the Merchant shall indemnify and hold Worldline harmless.

16. PUBLICITY

16.1. The Merchant must obtain Worldline's prior written consent before using the name and/or logo of Worldline or any Payment Scheme for publicity purposes.

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

16.3. The Merchant shall inform its customers of its acceptance of electronic payments by displaying the logos, brands, trademarks, and trade names of the Payment Schemes it accepts on its catalogues, order forms, and website (including the payment page and home page). The Merchant is permitted to use the logo, brand, or trademark of such Payment Schemes solely to indicate acceptance of these Payment Schemes and only under the conditions communicated by Worldline from time to time.

The Merchant acknowledges and agrees that:

16.3.1. it shall display the logos, brands, trade marks and trade names of the various Payment Schemes it accepts on an equal basis;

16.3.2. the right to use the logos, brands, trademarks, or trade names of the Payment Schemes under the terms of the Contract does not confer any proprietary rights upon the Merchant; and

16.3.3. the right to use such logos, brands, trademarks, or trade names can be revoked at any time.

16.4. The Merchant shall comply with Worldline's guidelines for displaying promotional material and logos (of Worldline or the Payment Schemes) at physical points of sale and on its websites.

16.5. The Merchant shall promptly remove all promotional material and other messages relating to the Payment Schemes upon termination of the relevant Contract Module.

16.6. The Merchant agrees that its name and/or logo may be included by Worldline in its customer list and in its marketing materials and that Worldline shall be permitted to use such customer list and marketing materials freely in its commercial initiatives.

16.7. Worldline may summarise any non-confidential message received from the Merchant, that indicates satisfaction with the product/services. Worldline shall send a copy of the text it intends to use to the Merchant before actual use. If the Merchant does not respond within five (5) calendar days, this shall be interpreted as the Merchant's consent to such use.

17. MISCELLANEOUS

17.1. Worldline is entitled to issue Instructions from time to time, and to amend, supplement, and/or change the existing Instructions, which the Merchant shall carefully read. Any new, amended, supplemented, and/or updated Instructions shall enter

into force no earlier than thirty (30) calendar days after the Merchant has received written notice of such changes. In the event of any discrepancy between the Terms and an Instruction, the Instruction shall prevail.

17.2. If the Merchant requests Exit Support following the termination of one or more Services, or part thereof, under the Contract, Worldline shall evaluate the request and prepare a proposal outlining the impact, required work, timelines, and associated costs for the requested Exit Support. Worldline shall not be obliged to commence any Exit Support actions until there is mutual agreement between the Merchant and Worldline regarding the scope and fees for the Exit Support.

17.3. The Merchant shall treat all accepted means of payment equally, irrespective of the transaction amount. Unless expressly permitted by Applicable Laws, the Merchant shall not charge a higher price or impose a surcharge for payments made by electronic payment means. Where allowed by Applicable Laws, if the Merchant imposes a price difference, surcharge, condition, obligation or special guarantee on the Cardholder at the time of offering an electronic payment means, such details must be clearly communicated before the initiation of the transaction and must be commensurate with the transaction costs paid by the Merchant.

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

17.5. Worldline may assign, novate, or otherwise transfer the Contract or any of its rights and/or obligations under the Contract to any third party of its choosing, and the Merchant hereby consents to such assignment, novation or transfer.

17.6. Worldline may subcontract the performance of all or part of its obligations under the Contract to third parties, whether or not they are Affiliates.

17.7. If any provision of the Contract is declared null and void and/or inapplicable, that provision shall be deemed non-existent, and all other provisions of the Contract shall remain unaffected. The parties agree to make all reasonable efforts to replace the null and void and/or inapplicable provision with a legally valid provision that most closely reflects the original intent of the parties.

17.8. Neither party's failure or delay in exercising any right or privilege under this Contract shall be deemed a waiver of that right or privilege, unless expressly stated otherwise in the Contract.

18. GOVERNING LAW AND JURISDICTION

18.1. The Contract shall be governed by and construed in accordance with Belgian law, excluding its conflict of laws rules. If the parties are unable to settle a dispute amicably, the commercial courts of Brussels shall have exclusive jurisdiction.

18.2. For any complaints and out-of-court dispute resolution, the Merchant can find information on <https://meldpunt.belgie.be/report> or contact the FPS Economy, SMEs, Self-Employed and Energy, NGIII, Koning Albert II-laan 16, 1000 Brussels, Belgium.

19. DEFINITIONS

This Article 19 sets out the definitions used in the Contract:

Affiliate: any legal entity Controlling or Controlled by a party, or under common Control by a party; where "Control" means that a person possesses either directly or indirectly the power to direct or cause the direction of the management and policies of a party, whether through the ownership of voting shares, by contract, or otherwise. "Controls" and "Controlled" shall be interpreted accordingly.

Alternative Payment Means: instruments that enable the initiation of Transactions without reliance on a physical or virtual payment card. Generally, these Alternative Payment Means are constructed in the form of applications stored on a mobile device or wearable technology. Examples include Alipay+, WeChat Pay.

Applicable Laws: any national or international law, statute, by-law, regulation, order, regulatory policy (including any requirement or notice of any regulatory body), guidance or industry code of practice, rule or directive of a court, any delegated or subordinate legislation, applicable to the Contract, or to the services provided by Worldline, or the goods or services offered by the Merchant.

Business Day: any day that is not a public holiday, Saturday, or Sunday in Belgium.

Card: (i) an instrument enabling a Cardholder to make payments for goods and services, and other purposes; or (ii) an Alternative Payment Means, in either case, correctly issued by an authorised and/or licensed issuer, bearing the trademark of a Payment Scheme.

Cardholder: (i) a person in whose name a Card is issued; and (ii) any authorised user of a Card.

Card Scheme: the set of rules, practices, standards, and/or implementation guidelines governing the execution of payment transactions, and including any specific decision-making body, organisation, or entity accountable for the operation of the scheme. Examples of such schemes include Visa and Mastercard.

Chargeback: the reversal of a Transaction and the return of funds to a Cardholder, initiated by the Card issuer or Alternative Payment Means provider, as a result of a justified objection to the Transaction raised by the Cardholder or the Card issuer.

Contract: the contract between the Merchant and Worldline that shall consist of (i) the Framework Contract, (ii) each Contract Module, (iii) the General Conditions, (iv) the Privacy Notice and Processing Terms, (v) any Service, Product or Special Conditions listed in the Contract Modules and (vi) the Documentation.

Contract Module: any document or instrument (potentially including annexes) entered into between Worldline and the Merchant from time to time under the Framework Contract, which may be referred to as a Contract Module, Cover Document, Order Form, Supplemental Agreement, or other similar terms, and is intended to establish an agreement between Worldline and the Merchant under the Framework Contract. It includes among other things the Services provided by Worldline to the Merchant and the applicable pricing.

Control: see “Affiliate”.

Controller (Data Controller) and Processor (Data Processor): have the meaning given to them in clause 4 GDPR.

Data Protection Laws: the General Data Protection Regulation, formally known as Regulation (EU) 2016/679 (“GDPR”) and any other relevant EU and national privacy legislation.

Documentation: any documents explicitly or implicitly incorporated in the Contract or a Contract Module, or otherwise made available by Worldline to the Merchant from time to time, regardless of their designation. This includes, but is not limited to, user guides, integration guides, operating guides, product or service descriptions, specifications, software requirements, Infrastructure requirements, eligible device requirements, Payment Scheme Rules, security guides, PCI documentation or requirements, service levels (if any), change or termination request forms, technical support descriptions, UBO identification forms, KYC forms, Merchant onboarding questionnaires, risk evaluations forms, implementation/configuration project forms, and exit project documentation.

Exit Support: in the context of the termination of all or part of the Services provided under the Contract, any support, actions, or work requested from Worldline by the Merchant in relation to the termination of the relevant Service(s) or the transfer of the relevant Service(s) to a replacement supplier.

Financial Institution: a bank or other financial institution or credit institution responsible for making and/or receiving payments on behalf of Worldline or the Merchant, as applicable.

Framework Contract: the framework agreement between Worldline and the Merchant under which Contract Modules can be entered into for the provision of one or more Services.

GDPR: the General Data Protection Regulation, formally known as Regulation (EU) 2016/679.

Hardware Terminal: a stationary or mobile hardware device specifically designed to accept Transactions, including its operating software and software components that enable it to connect to peripheral devices and associated accessories.

Infrastructure: all technical installations, software, networks, facilities, and policies of the Merchant that are used to technically support or integrate the Products and Services provided by Worldline under the Contract.

Instructions: any instructions issued by Worldline from time to time in relation to any of the Services or otherwise in the context of the Contract, communicated through the Documentation or other written forms. This includes, but is not limited to, implementation or user guides, operating or integration guides, installation guides, operational routine descriptions, security measures or guidelines, Service limitations, required software updates, software update timelines, required changes to the Infrastructure, “end-of-life” notices, audit requests, information or document requests, changes to or newly prohibited products, alterations to Worldline’s risk appetite or merchant acceptance policies, changes in Payment Scheme Rules.

License: has the meaning given to it in Article 9.2 of the General Conditions.

Merchant: the person identified in the Contract as the merchant, the client, or the customer.

Merchant Portal: the interface provided by Worldline, accessible to the Merchant, where Merchant Users can find information related to the Services, including Settlement notices, Transaction and Terminal information, as well as reports and self-service functionalities.

Merchant User: any natural person selected by the Merchant to have access to any of the Services on the Merchant’s behalf.

Payment Device: any (i) Hardware Terminal or (ii) software-based application deployed on an electronic device that enables the device to accept Transactions using Cards at a “Point of Sale” in a manner similar to a Hardware Terminal (for example, the Worldline Tap on Mobile App).

Payment Feature: has the meaning given to it in Article 6.4 of the General Conditions.

Payment Institution: any institution (i) that possesses a license as a “Payment Institution” or another valid authorisation under Applicable Law, enabling it to provide “Payment Services” as defined in PSD2 (such as acquiring services or collection

and remittance services) within the jurisdictions in which it operates, (ii) that maintains a current, up-to-date connection to the relevant Worldline platform or IT systems, and (iii) with which the Merchant has entered into an agreement for the provision of such “Payment Services”. Such a Payment Institution may be Worldline (or another member of the Worldline Group) or a third-party Payment Institution as indicated in the Contract Module.

Payment Scheme: each Card Scheme and/or Alternative Payment Means.

Payment Scheme Rules: has the meaning given to it in Article 16.2 of the Service Conditions Acquiring (the Payment Scheme Rules for Visa and Mastercard can be found at [Visa Rules](#) and [Mastercard Rules](#)).

PCI/DSS: the Payment Card Industry Data Security Standards. The PCI/DSS rulebook in effect from time to time can be found on www.pcisecuritystandards.org.

PCI Standards: the security standards defined by the Payment Card Industry Security Standards Council (PCI SSC) and mandated by the Payment Schemes. For more information go to www.pcisecuritystandards.org.

Penalty: any fine, assessment or other financial penalty imposed on Worldline by a Payment Scheme or a governmental entity with supervisory authority over Worldline, resulting from an act or omission (or, more generally, the behaviour) of the Merchant (or any Solution Provider or other third-party service provider of the Merchant) or a Cardholder.

Personal Data: has the meaning given to it in clause 4 GDPR.

Privacy Notice: [Privacy](#)

Processing Terms: [Privacy](#)

Product: any hardware products provided by Worldline under the Contract.

Product Conditions: the Product Conditions applicable to hardware products provided by Worldline under the Contract (e.g. Hardware Terminals). Each set of Product Conditions applies in addition to the General Conditions and all other Service, Product, and Special Conditions as indicated in the Contract Module.

Reserve: any deposit, collateral or other sum of money held by Worldline or any of its Affiliates and funded or provided by one of the following means: (i) an extended settlement period for the Settlement of the Transaction Funds to the Merchant, or (ii) the transfer of an amount of money to Worldline (as directed by Worldline) by or on behalf of the Merchant.

Sanctions: any economic, financial or trade sanctions or embargoes, or any similar restrictive measures adopted, applied, administered, imposed

or enforced by the competent authorities of the countries or territories covering the Contract. This includes, but is not limited to, sanctions programmes imposed by the United Nations Security Council, the European Union, France, the United Kingdom and the United States of America (including OFAC, the US Department of State and the US Department of Commerce), as well as any relevant local laws and regulations governing transactions, trade and financial operations subject to such sanctions.

Service: any service provided by Worldline under the Contract.

Service Conditions: the terms and conditions applicable to a specific Service provided by Worldline under the Contract, as specifically set out in each relevant document. Each set of Service Conditions applies in addition to the General Conditions and all other Service, Product, and Special Conditions as indicated in the Contract Module.

Settlement: the transfer of the aggregate Transaction Funds to the Merchant Account, less any fees, Reversed Payments, Penalties, or other amounts due under the Contract, which are offset in accordance

with clause 13.1 of the Service Conditions Acquiring. The terms "**Settling**" and "**Settle**" shall have the same meaning. ("Merchant Account" and "Reversed Payment" are defined in the Service Conditions Acquiring).

Special Conditions: the Special Conditions applicable to a specific type of Merchant, a specific Service feature, or in a specific use case in relation to a Product or Service provided by Worldline under the Contract. Each set of Special Conditions applies in addition to the General Conditions and all other Service, Product, and Special Conditions as indicated in the Contract Module.

Special Register: any register, database, or monitoring system maintained by a Payment Scheme, regulatory authority, or payment industry organisation pertaining to breaches of contracts or generally detrimental conduct by parties involved in contracts under which payment services are provided, including instances of termination for cause of such contracts.

Termination Modalities: means that a party shall have the right to terminate the Contract without the involvement of a court and without any

compensation being due, by notifying the other party in writing. The Merchant acknowledges and accepts that there may be reasons (e.g., related to anti-money laundering) why Worldline may not provide justification for the termination.

Transaction: any electronic transaction processed by Worldline under the Contract.

Transaction Funds: the aggregate funds representing, at any given moment, the value of the Transactions processed by Worldline pursuant to the Acquiring Services (as defined in the Service Conditions Acquiring).

Terms: collectively and as applicable, the General Conditions, the Service Conditions, Product Conditions and Special Conditions.

Worldline: the Worldline Group entity indicated as such in the Framework Contract.

Worldline Group: Worldline SA and any of its Affiliates.