

Product Conditions Hardware Terminals

1. GENERAL

1.1. These Product Conditions Hardware Terminals (the “**Product Conditions**”) apply to the sale, rental, delivery or maintenance of any Hardware Terminal ordered by the Merchant from Worldline under the Contract.

1.2. These Product Conditions form an integral part of the Contract and apply in addition to the General Conditions and any other Service, Product or Special Conditions that may apply to the Contract, as specified in a Contract Module.

2. DELIVERY AND INSTALLATION

2.1. Unless otherwise agreed in the Contract, Worldline shall deliver the Hardware Terminals to the location specified by the Merchant in the Contract Module or as otherwise agreed upon between the parties. The cost of transporting the Hardware Terminals shall be borne by the Merchant.

2.2. Any delivery terms specified in Contract Modules are indicative only. In the event of a delay in delivery, Worldline shall notify the Merchant as soon as reasonably possible and communicate the new estimated delivery date.

2.3. The Merchant shall freely select the installation location for each Hardware Terminal and shall prepare this location in accordance with the provisions of the Contract and the Documentation. The Merchant shall ensure that the necessary Infrastructure for the installation and functioning of the Hardware Terminals is available. Should any of these elements be lacking, Worldline reserves the right to charge for a subsequent intervention to install the Hardware Terminal or to charge for any additional material used to complete the installation.

2.4. Upon delivery, the Merchant shall verify whether the Hardware Terminal (including its packaging) is free from defects and shall notify Worldline of any such defects within the time limits set out in the General Conditions.

3. PAYMENT

The purchase or rental fees for the Hardware Terminal (including supporting equipment) shall become due and payable from the moment of delivery (for physical installations) or from the moment of dispatch (for “*Plug & Play*” installations), in accordance with the General Conditions. Conversely, the costs of installation for a physical installation by a technician shall be due from the moment of installation, while the costs for a “*Plug & Play*” installation will be due from the moment of dispatch.

4. TRANSFER OF OWNERSHIP

4.1. The Hardware Terminal shall be delivered to the Merchant in accordance with the Incoterms (2023) Ex Works.

4.2. In the case of a sale, Worldline shall remain the owner of the Hardware Terminal until the full sales price has been paid. Until that time, the Merchant shall strictly refrain from:

4.2.1. encumbering the Hardware Terminal in any way (pledge, guarantee, mortgage, etc.), or offering it as collateral;

4.2.2. disposing of the Hardware Terminal, or making it available to a third party.

4.3. In the case of rental, Worldline or its financing partner shall retain the ownership of the Hardware Terminal. The prohibitions described in clause 4.2 also apply to the rental of the Hardware Terminal.

4.4. Even when the Merchant becomes the owner of the Hardware Terminal and has fulfilled all financial obligations towards Worldline: (i) the software included in the Hardware Terminal and the Chip Security Module (CSM) shall remain the exclusive property of Worldline or its licensors, and (ii) any SIM-Card shall remain the property of the telecommunications operator. Upon termination of the Contract, or at any prior time upon the simple request of Worldline, the Merchant shall return the CSM and the SIM-Card to Worldline, without any compensation for the Merchant.

4.5. When no Transaction is in progress, Worldline reserves the right to display any image it deems appropriate on the Hardware Terminal’s screen.

4.6. In the event that the Hardware Terminal operates on an “*android*” operating system and is capable of running multiple customer-facing applications, referred to as a “*SmartPos*”, Worldline shall have the right to make additional applications available to the Merchant on the Hardware Terminal (without any obligation for the Merchant to use such applications).

5. USE AND MAINTENANCE

5.1. The Merchant shall use the Hardware Terminal as a prudent and reasonable person (“*voorzichtig en redelijk persoon*”/“*personne prudente et raisonnable*”), in accordance with the instructions provided in the associated manual.

5.2. The Merchant shall strictly refrain from modifying or repairing the Hardware Terminal without Worldline’s prior written consent. Worldline reserves the right to terminate the Contract, in whole or in part, immediately and for cause, without any notice period or compensation being due (but

without prejudice to Worldline’s right to compensation), should this prohibition be breached by the Merchant.

5.3. The Merchant shall only open the Hardware Terminal to the extent strictly necessary for straightforward tasks, such as changing the paper roll. The Merchant shall perform these tasks independently and shall procure the necessary supplies.

5.4. Worldline reserves the right to implement any improvements, updates, or changes to the software deployed on the Hardware Terminal (and the associated Documentation) as deemed necessary or beneficial. The Merchant agrees to accept and implement such software updates at its own expense and comply with all usage and update guidelines and timelines communicated by Worldline from time to time. Failure to comply with this obligation may result in suspension of any service delivery. The Merchant understands and acknowledges that regular software updates are essential for the continued functioning of the Hardware Terminal.

5.5. To enable software updates, the Merchant must keep the Hardware Terminal powered on (not turn it off) and ensure it remains continuously connected to a power source and the internet 24 hours per day.

5.6. The Merchant shall:

5.6.1. deploy and maintain Infrastructure adequate for the operation of Hardware Terminals;

5.6.2. implement sufficient technical and other security measures to prevent misuse of Infrastructure and Hardware Terminals, including measures to ensure that no unauthorised third parties can access, abuse, or tamper with the Hardware Terminals;

5.6.3. conduct regular visual inspections of the Hardware Terminals to ensure that they have not been tampered with; and

5.6.4. implement any additional measures as specified in the Documentation, which may be updated periodically.

All costs associated with deploying and maintaining the Infrastructure and security measures shall be borne by the Merchant.

5.7. The Merchant shall remain solely responsible for its own actions and the actions of its personnel and appointees when using the Hardware Terminals. The Merchant must conduct regular training for its personnel and appointees on the correct handling, use, and protection of Infrastructure and Hardware Terminals, with a focus on preventing misuse, tampering, and fraud.

5.8. In case of a sale, Worldline provides a warranty covering operating failures, breakdowns, defects, or material deviations that result in reduced performance of the Hardware Terminal, and defects in the title of the Hardware Terminal. The warranty period is twelve (12) months from the delivery date of the Hardware Terminal, unless a different term is specified in the Contract Module. This warranty does not apply to matters outlined in Article 8. If the Merchant wishes to invoke the warranty for the Hardware Terminal, Worldline's warranty procedure must be diligently followed.

5.9. In the event of a malfunctioning Hardware Terminal, and within the limitations of the applicable technical assistance plan and warranty terms, Worldline reserves the right to either replace it with a Hardware Terminal of the same type, substitute it with a Hardware Terminal of equivalent functionality (potentially from a newer generation), or repair it. The Merchant accepts that the replacement device may not necessarily be new. Where Worldline is responsible for the malfunctioning of the Hardware Terminal, Worldline's only obligation will be to either repair or replace the Hardware Terminal.

5.10. The Merchant must not export a Hardware Terminal outside the European Economic Area without Worldline's prior written consent. The Merchant shall also ensure that any third party who comes into possession of the Hardware Terminal complies with this prohibition.

6. SPECIFICS FOR RENTAL

6.1. Provided the Hardware Terminal has not yet been installed, the Merchant has the right to terminate the rental, in writing, within forty-eight (48) hours of signing the relevant Contract Module or order form.

6.2. In the case of rental, it is recommended that the Merchant insures the Hardware Terminal at its own costs for the purchase price, covering risks including, but not limited to, loss, destruction, damage, fire, and theft.

6.3. Should the Merchant need to compensate Worldline (e.g., if the Hardware Terminal is destroyed or stolen), the value shall be determined based on the age of the Hardware Terminal.

6.4. The Merchant shall strictly refrain from sub-renting the Hardware Terminal, making it available to a third party, or transferring it to a third party for consideration, without Worldline's prior written consent.

6.5. During the rental term, Worldline reserves the right to replace the Hardware Terminal with one that has equivalent or enhanced functionality (potentially from a newer generation).

6.6. The Merchant shall return the Hardware Terminal as well as the SIM card in perfect condition, without any compensation, at its own expense and under its own responsibility no later than ten (10) days after the end of the rental period.

7. TECHNICAL ASSISTANCE

7.1. Technical assistance shall be available to the Merchant as specified in the Contract Module. The specific formula of technical assistance shall be outlined in the Contract Module and detailed in the Documentation.

7.2. Technical assistance must be explicitly requested by the Merchant. In case of any hardware or software malfunctioning of the Hardware Terminal, the Merchant shall promptly inform Worldline's customer service by telephone.

7.3. Unless expressly included in the technical assistance package subscribed to by the Merchant, physical technical interventions shall not be conducted on Sundays and public holidays.

7.4. In the event of a technical intervention, the technician shall go to the geographical location where the Hardware Terminal is installed, as recorded in Worldline's database. If a different location is required for the intervention, the Merchant must explicitly communicate this location at the time of the request for assistance. Worldline reserves the right to charge additional costs if the technician is dispatched to an incorrect location.

7.5. When a technical intervention conducted by Worldline falls outside the scope of the technical assistance as defined in these Product Conditions or the Contract Module (including the Documentation), the technician shall prepare a report, which will be signed by the Merchant, and of which a copy will be retained by the technician. This report will be used for additional invoicing in accordance with Worldline's applicable rates.

7.6. Even if the Merchant has not signed a technical assistance contract, Worldline offers technical phone assistance for a one-time fee to resolve Hardware Terminal defects, regardless of the number of calls, for up to two (2) weeks. If a physical intervention is required, a separate one-time fee will be charged per intervention.

7.7. The Merchant shall grant Worldline's technicians free access to the location where the technical assistance is to be rendered. Failure to do so might lead to additional costs for the Merchant.

8. EXCLUDED INTERVENTIONS/ WARRANTY EXCLUSIONS

8.1. The following interventions are excluded from any technical assistance under warranty and shall be charged separately to the Merchant, in accordance with Worldline's applicable rates:

8.1.1. defects caused by operating errors, inappropriate use of the Hardware Terminal or use for improper purposes, and failure to adhere to the installation or usage instructions periodically provided by Worldline. This includes damage resulting from exposure to conditions for which the device is not resistant, such as electrical power surges, incorrect electric voltage, excessive shocks, contact with liquids, or any harmful agents;

8.1.2. physical interventions performed by Worldline's technician following an unjustified request for assistance by the Merchant;

8.1.3. damage resulting from maintenance or repairs performed by individuals other than Worldline's authorised employees or subcontractors;

8.1.4. damage arising from modifications to the Hardware Terminal that contravene the installation and usage instructions periodically provided by Worldline and made without Worldline's prior written consent;

8.1.5. damage caused by the lack of standard maintenance as outlined in the Documentation periodically provided by Worldline;

8.1.6. repairs of malfunctioning Hardware Terminals resulting from hardware or software not supplied by Worldline, poor electrical wiring, inadequate telecommunication connections, or the use of products or accessories that are incompatible with the Hardware Terminal;

8.1.7. damage caused by negligence, burglary, vandalism, malicious acts, sabotage, strikes or acts of war;

8.1.8. damage from lightning, fire, water, building collapse, or generally any accidents and calamities that may damage the Hardware Terminal but are outside Worldline's responsibility or unrelated to the Hardware Terminal;

8.1.9. damage resulting from storage or environmental conditions unsuitable for the Hardware Terminal (particularly those related to temperature and humidity, fluctuations in electrical voltage, and interference from the electrical network or grounding);

8.1.10. damage arising from improper and/or insufficient packaging when the Hardware Terminal is returned to Worldline;

8.1.11. normal wear and tear;

8.1.12. damage caused by the use of faulty, malfunctioning, or non-ISO-compliant cards;

8.1.13. cleaning and maintenance of the Hardware Terminal's surface;

8.1.14. replacement or delivery of accessories or supplies, such as paper and cleaning cards;

8.1.15. costs for additional services requested by the Merchant;

8.1.16. replacement of malfunctioning batteries;

8.1.17. defects resulting from the installation and use of accessories and supplies that do not comply with the specifications included in the Documentation;

8.1.18. releasing (setting free) a Hardware Terminal and/or its cables during an intervention;

8.1.19. standard operating work.

9. USED EQUIPMENT

9.1. For any Used Equipment that the Merchant wishes to return to Worldline, the Merchant must notify Worldline or any third party appointed by Worldline of its intention to return the Used Equipment. The Merchant at its own expense is responsible for (i) properly preparing the Used Equipment to facilitate easy handling, transport, and verification, (ii) shipping the Used Equipment to the collection and reprocessing centre specified by Worldline, and (iii) providing a comprehensive packing list that describes the Used Equipment.

9.2. If the Merchant chooses not to benefit from the collection and processing of Used Equipment offered by Worldline, the Merchant must provide Worldline and any relevant governmental authorities with all collection and processing data as required by Applicable Law.

9.3. The Merchant bears sole responsibility for:

- 9.3.1. ensuring compliance with all Applicable Laws relating to the disposal and recycling of any Hardware Terminal supplied by Worldline to the Merchant;
- 9.3.2. permanently removing from the Used Equipment any data that may be contained therein; and
- 9.3.3. ensuring that the Used Equipment is free from any third-party rights or security rights which would prevent the Merchant from transferring it to Worldline.

9.4. Any Used Equipment returned to Worldline must be returned by the Merchant to Worldline without any compensation being due.

9.5. Worldline shall not be obligated to accept any Hardware Terminals that (i) are classified as Used Equipment or (ii) do not include all their components (excluding leaking batteries or parts not necessary for the operation of the Hardware Terminal).

9.6. The costs incurred by Worldline in the collection, handling, transport, return, recycling, or processing of the Used Equipment shall be borne by the Merchant.

10. DATA PROTECTION

10.1. Worldline shall be regarded as a Controller when processing Merchant Personal Data for the sale, rental, delivery or maintenance of any Payment Device. The processing of Personal Data by Worldline as a Controller is further detailed in Worldline's Privacy Notice.

10.2. In the event Transactional and financial data are processed by Worldline for the delivery of the Payment Device and related services, Worldline shall be regarded as a Processor processing Personal Data on the Merchant's behalf. The rights and obligations of each Parties relating to such processing is further elaborated in the Processing Terms.

10.3. Details of the processing:

Nature of processing:

The Processing consists, of, amongst other, the following operations: temporary storage, automated erasure, and transfer to persons that participate in the Processing of the Personal Data.

Categories of Data Subjects: Cardholders.

Categories of personal data processed:

Financial data (such as (truncated) card number, card expiry data, PIN) and Transactional data (such as transaction reference, transaction amount, transaction date).

Data retention: N/A

Sub-processors relied on: N/A.

Additional Technical and Organizational Measures: N/A.

Deviations from the Processing Terms: N/A.

11. DEFINITIONS

Definitions are set out in the General Conditions. Additionally, the following defined terms are used in these Product Conditions:

Chip Security Module (CSM): the module whose purpose is to safeguard security and authenticate the data exchange between the Hardware Terminal and Worldline's central computer.

Used Equipment: any Hardware Terminal or part thereof (i) supplied by Worldline to the Merchant, (ii) which is no longer used by the Merchant, (iii) which is subject to a relevant law on waste electrical and electronic equipment implementing European Directive 2012/19/EU, and (iv) which Worldline must collect under Applicable Laws.