

Service Conditions Acquiring

1. GENERAL

1.1. These Service Conditions Acquiring (the “**Service Conditions**”) apply to all Transactions made by Cardholders using various electronic payment means, which are processed, cleared, and Settled by Worldline as the “*Acquirer*”.

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

2. IDENTITY OF THE MERCHANT

2.1. In accordance with Worldline’s risk policies and to ensure compliance with Applicable Laws, particularly anti-money laundering legislation, Worldline is required to (i) record and verify the business activities of the Merchant, allocating them to the corresponding sector category (the “*Merchant Category Code*” or “*MCC*”), (ii) identify the Merchant, its legal representatives, and beneficial owners, and (iii) verify the Merchant’s financial situation. This process occurs at the start of the Contract Module and on a recurring basis throughout the term of the Contract. To this end, the Merchant must promptly provide any requested documents or information, no later than five (5) calendar days following Worldline’s request. Such documents may include a copy of the identity card of the manager, signatory, or ultimate beneficial owner of the Merchant, information relating to the Merchant’s activities or financial situation, the company’s articles of association, or evidence underlying a sale by the Merchant to its customers.

2.2. If the Merchant does not promptly provide the documents or information referenced in clause 2.1 (including any updates), Worldline shall have the right to either suspend some or all of its obligations under this Contract until the Merchant complies with Worldline’s requests, or to terminate the Contract in whole or in part. Worldline shall make reasonable efforts to provide the Merchant with advance notification of such suspension or termination.

2.3. The Merchant must notify Worldline of all Points of Sale and websites where it intends to use the Acquiring Services. Use of the Acquiring Services at any additional Points of Sale or websites

requires the Merchant’s prior written agreement with Worldline.

2.4. The Merchant must promptly notify Worldline in writing of any changes to the following, where possible at least thirty (30) calendar days before the intended change takes effect:

- 2.4.1. its legal status, name, administrative details (such as its address), and ownership (including ultimate beneficial owners or UBOs);
- 2.4.2. its commercial activities (including any transfer of all or part of those activities), Points of Sale, websites, or the nature of the products/services offered;
- 2.4.3. any circumstance that could reasonably lead to a change in risk for Worldline or affect the performance of the Contract (e.g. transaction volume, contractual conditions imposed on its customers, changes to its websites, insolvency, bankruptcy, or similar events).

2.5. The Merchant may not change its ownership, assign the Contract, or assign any rights or obligations under the Contract, whether entirely or partially, without Worldline’s prior written consent.

2.6. In the event of any changes referred to in clauses 2.4 or 2.5, Worldline, at its discretion, shall have the right to:

- 2.6.1. suspend any or all of its obligations under this Contract while reviewing its risk position;
- 2.6.2. reject such changes or make acceptance of such changes conditional upon a change of the terms of the Contract;
- 2.6.3. entirely or partially terminate the Contract in accordance with the Termination Modalities. Worldline shall make reasonable efforts to provide the Merchant with advance notification of such termination.

2.7. The Merchant accepts Worldline’s right to audit (or have a third party audit) its activities for Worldline’s risk management purposes, to verify the Merchant’s financial health and/or the nature of the products/services sold to its customers. Payment Schemes and supervisory authorities also have the right to audit the Merchant’s activities at any time, in accordance with applicable regulations.

2.8. The Merchant must promptly notify Worldline in writing of the termination of its commercial

activities, for any reason. Worldline shall have no obligations for any Transactions conducted after that point.

3. MERCHANT INFRASTRUCTURE

3.1. Throughout the term of the Contract, the Merchant must deploy and maintain an Infrastructure for Enabling Card payments that complies with best industry standards and implement adequate technical and other security measures to prevent misuse of the Infrastructure. In particular, the Merchant must ensure continued compliance of the Infrastructure with PCI/DSS (as further described in Article 16 below) and the Payment Scheme Rules.

3.2. As a part of its Infrastructure, the Merchant must, throughout the term of the Contract, only deploy Terminals that:

- 3.2.1. comply with the relevant PCI Standards and maintain a valid and up-to-date PCI certification;
- 3.2.2. meet all current requirements of the Payment Schemes;
- 3.2.3. comply with any additional requirements specific to the country of deployment.

3.3. The Merchant must implement adequate measures to:

- 3.3.1. prevent misuse or manipulation of the Acquiring Services, specifically to prevent fraudulent or otherwise improper Transactions; and
- 3.3.2. protect the Terminals against unauthorised access by third parties.

3.4. The Merchant is solely responsible for its own actions and those of its personnel and appointees when accepting electronic payment means. The Merchant must regularly train its personnel and appointees in the correct use of its Infrastructure and the Acquiring Services, including measures to prevent misuse and fraud.

3.5. The Merchant must position the Payment Devices at its Points of Sale in a manner that allows the Cardholder direct access to the Payment Device (particularly the display, keypad, or card reader) and must ensure that:

- 3.5.1. the reading of the Card data or the authentication of the Transaction is conducted personally by the Cardholder with complete discretion;

- 3.5.2. the Cardholder remains unobserved by any third party while authenticating the Transaction; and
- 3.5.3. no attempt is made to request or record any authentication credentials.

3.6. The Merchant is responsible for its Infrastructure and its security, and bears sole responsibility for the data transfer from its Infrastructure to the Acquiring Platform. The Merchant must implement adequate security measures to protect the Infrastructure used to operate Terminals, including computers, network components, and data storage devices. Consequently, Worldline is not liable for errors in the transmission of electronically stored information, nor for damages caused by any disturbance or interruptions in operations, or limited access to Worldline's Acquiring Services.

3.7. Upon Worldline's first request, the Merchant must provide all relevant information regarding the current Infrastructure. Additionally, the Merchant authorises Worldline to obtain such information directly from the manufacturers of the Payment Device, software providers, or any other infrastructure providers. The Merchant shall provide any required assistance to Worldline in this regard.

3.8. The Merchant must ensure that third-party providers and services included in its Infrastructure for Enabling, involved in submitting Transactions to the Acquiring Platform or assisting in this process, comply with all security standards specified in clauses 3.1 to 3.6 and the relevant Documentation. Specifically, the Merchant must exclusively utilise third-party service providers with adequate and up-to-date PCI certification. The Merchant remains solely responsible to Worldline for the actions of any third-party providers it engages.

3.9. Worldline shall not refuse the connection of the third-party providers referred to in clause 3.8 above to its Acquiring Platform unless there are reasonable grounds to do so (e.g. for security or reputational concerns, or if the connection requires unreasonable efforts). The Merchant is responsible for any costs incurred by Worldline in relation to the connection with third-party providers, and Worldline has the right to offset these costs against any Transactions processed.

3.10. The Merchant must promptly notify Worldline in writing of any changes regarding i) Transaction routing via third parties or ii) the third parties used. Worldline is entitled to reasonably refuse such changes. To the extent that these changes impact the connection to the Acquiring Platform, the Merchant is responsible for any associated costs incurred by Worldline, and Worldline reserves the right to offset such costs against any Transactions processed.

3.11. If Worldline, or another member of the Worldline Group, acts as a provider of any part of the Merchant's Infrastructure (such as supplying Payment

Devices, a Virtual Terminal, or a gateway), this relationship is governed by the specific conditions outlined in the relevant Contract Module and applicable Product, Service, and/or Special Conditions, or other relevant and applicable contractual documents. Worldline, and the relevant member of the Worldline Group, shall fulfil its obligations regarding these parts of the Infrastructure in accordance with these terms and conditions.

4. WORLDLINE AUTHORISATION AND SETTLEMENT SYSTEM

4.1. Worldline operates and maintains an electronic authorisation and settlement system for processing Transactions ("**Acquiring Platform**"), which it uses to provide the Acquiring Services. Worldline shall act as a professional supplier and will make reasonable efforts in delivering these services. However, Worldline does not warrant that the Acquiring Platform will be available without disruption.

4.2. Worldline reserves the right to suspend service delivery at any time without such suspension giving rise to any compensation for the Merchant, if Worldline considers it necessary for changes or updates to the Acquiring Platform, or for the security or integrity of its services, software, electronic network or electronic payments in general.

4.3. Worldline may implement any improvements, updates, or changes to the Acquiring Platform (and the Documentation) that it deems necessary or useful. The Merchant must accept and, if required, implement such improvements, updates, or changes at its own expense and comply with Worldline's Instructions regarding implementation. If the improvements, updates, or changes require modifications to the Infrastructure, Worldline will provide the Merchant with reasonable advance notice to facilitate the implementation.

4.4. Unless specified otherwise in a Contract Module (including the Documentation), the Merchant must request and receive an authorisation from Worldline for each Transaction. If the Merchant fails to obtain authorisation from Worldline following an authorisation request, it may not accept the Transaction in question.

4.5. The Merchant acknowledges and accepts that the authorisation process only verifies whether a Card exists, is not blocked, and that no limit has been exceeded. Obtaining authorisation does not guarantee any of the following: that sufficient funds are available to the Cardholder for the Transaction; that fraud will be detected; that Worldline is obligated to Settle the Transaction; or that the Transaction will not be subject to a Reversed Payment.

4.6. The Transactions submitted by the Merchant to Worldline are processed through the Acquiring Platform and, following successful processing and in

accordance with these Service Conditions, the Transactions are Settled into the Merchant Account.

5. ACCEPTANCE

5.1. When accepting Cards for Transactions, the Merchant must not:

- 5.1.1. engage in any form of "*load balancing*", i.e. distributing Transactions between or across different membership numbers provided by Worldline or other acquirers to avoid limits set by Worldline or Payment Schemes;
- 5.1.2. split a Transaction across multiple Cards or divide it into smaller Transactions on the same Card, except in the following cases:
 - (i) when an initial payment is made in advance and a final payment for a service or goods delivered at a later date;
 - (ii) when transactions are instalments of a larger payment, with the terms, conditions, and individual instalments agreed in writing between the Merchant and the Cardholder; or
 - (iii) when the Cardholder pays part of the amount with a Card and the remaining part using another form of payment;
- 5.1.3. submit Transactions to Worldline using a Card issued to itself;
- 5.1.4. unless specifically authorised in writing by Worldline, submit any Transaction to Worldline in exchange for dispensing cash, cheque, wire transfer, financial assets, or loans granted;
- 5.1.5. accept the Card for goods or services that are not provided immediately unless the Merchant provides the Cardholder with written confirmation of when the goods or services will be provided;
- 5.1.6. change any data on a Transaction Receipt after it has been provided to the Cardholder. If corrections are necessary, a new Transaction Receipt must be issued.

5.2. Regardless of the amount of the Transaction, the Merchant must (i) accept all consumer Cards of the Payment Schemes listed in the Contract Module within the same category of debit, credit or prepaid Cards as a means of payment for its goods or services and (ii) not refuse to accept a Card based on its issuer. If the Merchant chooses not to accept certain Cards from a Payment Scheme, it must clearly and unequivocally inform Cardholders at the time of informing them about the acceptance of other Card types from that Payment Scheme. This information must be prominently displayed at each Point of Sale, website, or mobile application of the Merchant. In any case, this information must be provided to the Cardholder in a timely manner, before the Cardholder enters into an agreement with the Merchant.

5.3. When accepting Transactions, the Merchant must:

- 5.3.1. accept Transactions solely for its own account, in its own name, and on its own behalf, strictly refraining from accepting Transactions on behalf of third parties or for goods or services of third parties;
- 5.3.2. only accept Transactions for activities disclosed to and explicitly approved in writing by Worldline;
- 5.3.3. ensure that goods and services sold using Worldline's Acquiring Services comply with all Applicable Laws and Payment Scheme Rules. Where specific licenses or authorisations are required to operate or sell such goods or services, the Merchant declares and warrants that it has obtained and will maintain these licenses or authorisations throughout the term of the Contract;
- 5.3.4. implement measures in accordance with good industry standards to prevent misuse of Cards and fraud, promptly notifying Worldline in writing of any suspected irregularities or fraudulent activities involving the Acquiring Services or Card data, whether conducted by the Merchant or by any third party; and
- 5.3.5. not use the Acquiring Services for illegal, fraudulent, or unlawful purposes.

5.4. When a Transaction is accepted with a Card present ("**Card Present**"):

- 5.4.1. the Merchant must require authentication of the Transaction by the Cardholder (e.g. PIN entry) as required by or exempted under Applicable Laws and the Payment Scheme Rules (detailed further in Article 8); and
- 5.4.2. when no authentication is requested by the Payment Device and there is no exemption from authentication under Applicable Laws or the Payment Scheme Rules, the Transaction Receipt or the screen of the (mobile) Payment Device must be personally signed by the Cardholder.

When the signature of the Cardholder is required for authentication:

- (a) the Merchant may only accept the Card if (i) the validity date of the Card has not expired, (ii) the Card shows no signs of forgery, (iii) there are no visible signs of damage, (iv) all relevant security features of the Card are present, (v) the Card is signed by the Cardholder, and (vi) the Cardholder's name and the Card number, whether embossed or not, are printed on the Card;
- (b) the Merchant must ensure that (i) the Cardholder personally signs the Transaction Receipt/screen in their

presence, (ii) the signature matches the signature on the Card, and (iii) the last four digits of the Card number are identical to the last four digits of the number printed on the receipt; and

- (c) in case of doubt about the identity of the Cardholder, the Merchant must request official ID for verification of the Cardholder's identity. If the Cardholder refuses or cannot be identified, the Merchant must refuse the Transaction. If the Cardholder can be identified in this manner, the Merchant must maintain a suitable record of the verification (e.g. noting it on the Transaction Receipt or recording it with the Transaction ID).

5.5. When a Transaction is accepted without a Card present ("**Card Not Present**"), the Merchant shall:

- 5.5.1. accept Transactions only via a Virtual Terminal with a merchant plug-in (MPI) integrated with its web shop for enabling "*secure e-commerce transactions*". If provided by Worldline, the Merchant must enter into a separate Contract Module for this Service, or use another "*Payment Service Provider*" (PSP) or "*Gateway*" provider that is PCI/DSS certified;
- 5.5.2. for each Transaction, collect (i) the last name and first name of the Cardholder, (ii) the residential address of the Cardholder, (iii) the Card number and Card expiry date, or confirm previously stored details; and
- 5.5.3. require authentication of the Transaction by the Cardholder (e.g. via the 3D Secure procedure) as required or exempted under Applicable Laws and the Payment Scheme Rules (further elaborated in Article 8);
- 5.5.4. specify the company (name) under which goods or services are sold through its web shop in all information transmitted to the Cardholder (e.g. order, delivery confirmations, or invoices).

5.6. For Card Not Present Transactions, the Merchant may choose to use the Dynamic Descriptor service, allowing the Merchant to dynamically add information to the descriptors printed on the card statements of its customers for payments made with Cards of the international Card Schemes Visa and Mastercard, provided the Merchant's Payment Service Provider (PSP) has been accredited or pre-approved by Worldline. Worldline reserves the right, at its sole discretion, to cancel the accreditation or approval of the Merchant's PSP.

The Merchant shall be solely responsible for the content displayed and/or printed using the Dynamic Descriptor and must use the Dynamic Descriptor in compliance with all Applicable Laws. Without limiting the generality of the foregoing, the Merchant

may not use the Dynamic Descriptor to commit or facilitate fraud. Worldline has the right, but not the obligation, to regularly verify the Merchant's use of the Dynamic Descriptor for compliance with Applicable Laws. In cases of non-compliance, Worldline may, at its discretion, suspend or terminate the Merchant's use of the Dynamic Descriptor. The Dynamic Descriptor service is provided free of charge.

5.7. The Merchant acknowledges and agrees that Worldline or a Payment Scheme has the right to refuse the execution of any Transaction that does not comply with clauses 5.1 and 5.3 to 5.5 above. The Merchant shall indemnify and hold Worldline harmless from and against any damages (including Penalties) it may incur in connection with such prohibited Transactions (whether or not they were processed).

6. ACCOUNT-TO-ACCOUNT (A2A) PAYMENTS

6.1. The Account-to-Account payment option (the "**A2A Service**") is a Service of the Acquiring Platform that enables the Merchant's customers to pay for goods or services via a credit transfer directly from their bank account. The A2A Service establishes a secure and encrypted connection to the online banking environment of the customer's bank, facilitating the initiation and validation of the Transaction using the customer's own banking security credentials.

6.2. The A2A Service is provided on an "*as is*" and "*as available*" basis, and Worldline does not make any warranty, representation, or guarantee, whether express, implied or statutory, with respect to the A2A Service. Worldline holds no responsibility for the execution of credit transfers from the Merchant's customer's bank. A successful redirection of the Transaction to the banking environment does not constitute confirmation of the payment execution or guarantee of payment. For any information or claim regarding the proper performance of initiated payment orders, credit transfers, or instant payments (e.g. unauthorised/fraudulent transactions, refund claims), the Merchant's customer must contact their bank directly.

6.3. The Merchant understands and acknowledges:

- 6.3.1. that the Merchant's customer is responsible for the completeness and accuracy of the payment order following the A2A Service;
- 6.3.2. that certain goods or services may not be purchased using the A2A Service. A list of prohibited goods and services can be found in the Documentation.

7. REFUNDS

7.1. If the Cardholder has legitimate complaints about the goods or services purchased, or if the Cardholder returns the goods for a valid reason, the

Merchant cannot refuse to exchange or refund them solely because the payment was made with a Card.

7.2. If a Transaction is to be fully or partially refunded to the Cardholder (a **"Refund"**), the Merchant must refund the Transaction to the same Card used in the original Transaction, ensuring the refund is explicitly linked to the original Transaction. If a Refund is not explicitly linked to the original Transaction, the Merchant is solely liable for any resulting losses or damages (including Chargebacks). A Refund may only be made for a Transaction that has previously been Settled, and the amount refunded may only exceed the originally debited amount to the extent necessary to cover reasonable return shipping costs to the Cardholder.

7.3. Transactions must be refunded to the Cardholder within 180 calendar days from the date of execution. However, Payment Schemes and Card issuers may impose shorter time limits, which may make some refunds technically impossible.

7.4. Refunds made by the Merchant will be set off against the Transaction Funds. If these Transaction Funds are insufficient, Worldline reserves the right to either (i) delay the execution of the Refund to the Cardholder until the Merchant has provided sufficient funds to Worldline to cover the Refund, or (ii) request immediate reimbursement from the Merchant for the executed Refund. A Refund executed without sufficient Transaction Funds shall be considered an overdue amount owed to Worldline.

7.5. Worldline shall invoice the Merchant for executed Refunds in accordance with the fees specified in the Contract Module.

7.6. Refund terms set by Payment Schemes and Card issuers will prevail in case of conflict with these Service Conditions Acquiring.

8. STRONG CUSTOMER AUTHENTICATION (SCA)

8.1. All Transactions executed by the Merchant must be initiated using Strong Customer Authentication (SCA), unless the Transaction falls outside the scope of PSD2 (exclusions) or falls within one of the exemptions of PSD2. The SCA exclusions are Mail Order/Telephone Order Transactions (**"MO/TO"**) or Merchant Initiated Transactions (**"MIT"**). The SCA exemptions comprise, for Card Present transactions (low value) **"Contactless Payments"** and payments for **"Transport Fares"** or **"Parking Fees"**; and for Card Not Present transaction, Low Value Transactions, Recurring Transactions, Transaction Risk Analysis, and Trusted Beneficiary transactions. The exemptions are further detailed in the Regulatory Technical Standards, which can be found at [regulatory technical standards for strong customer authentication](#).

8.2. Other than the MO/TO exclusion and the Transaction Risk Analysis and Trusted Beneficiary

exemptions, which require express prior written confirmation from Worldline and the execution of a dedicated Contract Module, Worldline shall, subject to clause 8.3 below, by default enable all SCA exclusions and exemptions.

8.3. The Merchant accepts that Worldline may choose not to enable or may revoke any of the SCA exclusion(s) and exemption(s) at any time if there is a risk of or indications of abuse, illegal, fraudulent, or unlawful activities, or for security reasons (including financial security). Worldline shall use reasonable efforts to provide advance notice hereof to the Merchant.

8.4. The Merchant acknowledges that even if a Transaction qualifies for an SCA exclusion or exemption, it may still be declined by another actor in the payment chain (such as the issuer of a Card). Worldline shall not be responsible for such refusals.

8.5. The Merchant shall be responsible for the correct application of SCA when accepting Transactions and shall ensure that the Transactions submitted to Worldline are accurately labelled (e.g., the Merchant shall not submit a Transaction as a MIT or MO/TO Transaction if this is not accurate, nor shall the Merchant claim a parking fare exemption if its activities cannot be classified as such). Worldline reserves the right to verify the compliance of each Transaction with the applied exclusion or exemption. At Worldline's first request, and at the latest two (2) Business Days after this request, the Merchant must provide Worldline with all necessary evidence to support the application of the exclusion or exemption used.

9. RECEIPTS

9.1. For each Transaction or Refund, the Merchant must provide the Cardholder with an electronic or paper record of the Transaction/Refund generated at the time of the Transaction/Refund (a **"Transaction Receipt"**).

9.2. For each Transaction or Refund, the Merchant must keep the Transactions Receipts (or copies thereof), along with other proof of the Transaction (including Virtual Terminal logs), evidence of successful delivery of goods or services, and original order and delivery documents (e.g., the delivery addresses) for at least five (5) years following each Transaction.

10. TRANSACTION DELIVERY

10.1. The Merchant must submit each Transaction, in the currencies specified in the Contract Module, to Worldline within 48 hours of execution, regardless of whether goods or services are delivered immediately or at a later point in time.

10.2. If a Transaction is received by the Acquiring Platform after this 48-hour period, Worldline shall

have no obligation to process or Settle the Transaction, or revert a prior Settlement related to such Transaction.

10.3. The Merchant is solely responsible for the data transfer between its Infrastructure and Worldline's Acquiring Platform.

10.4. Provided that Worldline has received a Transaction within the 48-hour deadline referred to in clause 10.1 above, the Merchant may resubmit lost, incorrect, or incompletely submitted Transactions due to technical disruptions in data transmission or processing. However, incorrect entries (e.g., where the amount booked is too high or too low) cannot be re-entered. Transactions submitted after more than 60 days for debit cards or 180 days for credit cards (or any other timeframe determined by the relevant Payment Scheme) cannot be re-entered. The same applies to Transactions for which the data has not been entered into Worldline's Acquiring Platform.

11. SETTLEMENT

11.1. Without any prejudice to any of Worldline's rights under the Contract or limitations under the Payment Scheme Rules, for Transactions submitted to Worldline in accordance with the Contract and validly authorised by the issuer, Worldline shall remit the aggregate Transactions Funds to the Merchant Account, minus any fees, Reversed Payments, Penalties or other amounts due under the Contract, as deducted through offsetting in accordance with Article 13.1 (the **"Settlement"**). Unless indicated otherwise in the Contract Module, Worldline will make reasonable efforts to Settle each Transaction on a **"D+2"** basis, where **"D"** is the day on which the Transaction is received by Worldline, and **"2"** is the Business Day on which Worldline issues the payment instruction.

11.2. Except as otherwise agreed in writing between the parties, Worldline shall Settle the aggregate Transaction Funds daily, except on weekends or banking holidays, through a single payment to the Merchant Account.

11.3. Except as otherwise agreed in writing between the parties, the Transaction Funds shall be Settled to the Merchant in the currency in which the Transaction was submitted to Worldline.

11.4. Worldline shall provide the Merchant with a notice of Settlement through the Merchant Portal and/or in the form indicated in the Contract Module. The Merchant must review all Settlement notices and promptly inform Worldline of any discrepancies, such as errors in amounts or missing Transactions. If the Merchant fails to notify Worldline in writing of a discrepancy within three (3) months following the date of the relevant Transaction, the Merchant shall be irrevocably deemed to have accepted the Settlement in respect of that Transaction, and

Worldline shall have no obligation to correct or remedy such discrepancy or Settlement.

11.5. For the Settlement of the Transactions, Worldline is dependent on third-party financial institutions to remit the funds to the Merchant Account. In the event that one of the financial institutions involved in the Settlement fails to meet its obligations, refuses to remit the Transaction Funds to the Merchant, or otherwise decides not to remit the Transaction Funds, Worldline shall not be able to fully execute the Transaction and Settlement. Worldline holds no responsibility for the Transaction not being fully executed or Settled to the Merchant due to the failure of the financial institution.

11.6. The Merchant shall designate one or more bank accounts into which Worldline is to Settle the Transactions (the “**Merchant Account**”). The Merchant Account must be held in the name and on behalf of the Merchant with a financial institution located in the European Economic Area. If the Merchant wishes to change the Merchant Account, it must submit a written request signed by an authorised representative of the Merchant to Worldline at least thirty (30) days prior to the intended change. The Merchant acknowledges that incorrect or insufficient information regarding the Merchant Account, or a late request for change, may lead to errors in Settlement for which Worldline shall not be held responsible.

11.7. All costs and fees associated with the Merchant Account, receiving the Settlement, currency conversion, or otherwise related to the Settlements shall be borne by the Merchant.

12. CHARGEBACKS AND FRAUD MONITORING

12.1. Each Cardholder and Card issuer has the right to dispute any Transaction according to the dispute resolution procedures and chargeback regimes established by the Payment Schemes (the “**Chargeback Rules**”). The Merchant explicitly agrees that the Chargeback Rules are an integral part of the Contract and undertakes to responding to Cardholder disputes and managing Chargebacks in accordance with these Chargeback Rules. The Chargeback Rules also apply to situations where goods or services are not directly provided by the Merchant but by third parties, including situations where the Merchant acts as an intermediary.

12.2. Any Chargeback request received by Worldline serves as proof of a dispute by the Cardholder or Card issuer regarding the Transaction. All internal data, IT logs, screenshots, and similar records maintained by Worldline are opposable to the Merchant.

12.3. In case of a Chargeback request, the Merchant must provide Worldline with complete and legible copies of all relevant evidence suitable to refute the

dispute within four (4) calendar days of Worldline’s request. This evidence may include sales receipts, logs from Payment Service Providers (PSPs), ECR logs, contracts, correspondence with the Cardholder, proof of delivery, and other relevant documentation.

12.4. Worldline may conduct the Chargeback procedure at its discretion and will make reasonable efforts to present the Merchant’s case. The Merchant accepts responsibility for all fees for appeal, representation, or arbitration during the Chargeback procedure, as imposed by the Payment Schemes, which may be significant and are solely borne by the Merchant.

12.5. The Merchant expressly acknowledges that Worldline is not a party to, nor a decisionmaker in, the Chargeback procedure and therefore has no control over its outcome.

12.6. If a Chargeback request cannot be successfully refuted under the Chargeback Rules, a Chargeback will occur, and Worldline shall be entitled to offset the Chargeback amount, including any associated Penalties, against any Transaction processed by Worldline for the Merchant and/or any amount held by Worldline on the Merchant’s behalf.

12.7. A Chargeback can occur for a Card Present Transaction for any reason specified in the Chargeback Rules, including, but not limited to:

- 12.7.1. the Cardholder disputes the Transaction, and the Merchant cannot demonstrate that the Card was present during the Transaction; or
- 12.7.2. the Merchant processes the Transaction knowing, or in circumstances where the Merchant should reasonably be expected to know, that the Card is being used without the Cardholder’s authority.

12.8. A Chargeback can occur for a Card Not Present Transaction for any reason specified in the Chargeback Rules, including, but not limited to:

- 12.8.1. the Cardholder disputes the sale, the delivery of the goods or the provision of the services, or disputes their conformity, quality or non-delivery;
- 12.8.2. the services were refused, or the goods were returned within the statutory withdrawal period; or
- 12.8.3. the correct Strong Customer Authentication procedure (or applicable exemption/exclusion) was not applied to the Transaction.

12.9. To prevent and reduce fraud in the Merchant’s Transactions, Worldline may issue Instructions to the Merchant, which the Merchant must promptly implement at its own expense.

12.10. The Merchant warrants that, during any given month and for each of the payment means specified in the Contract, it will not meet or exceed

any of the Chargeback or “*fraud-to-sales*” ratios as set out in the Payment Scheme Rules or Applicable Laws. Furthermore, the Merchant warrants that, during any given month and for each payment means specified in the Contract, the following thresholds will not be exceeded:

- (a) The ratio of the total volume of Reversed Payments to gross sales per month shall not exceed 2%;
- (b) The ratio of the total volume of Reversed Payments to the number of Transactions per month shall not exceed 1%;
- (c) The ratio of the total volume of fraudulent Transactions to gross sales per month shall not exceed 0,75%;
- (d) The ratio of the number of fraudulent Transactions to the number of Transactions per month shall not exceed the lower of: 3% or a maximum of two (2) fraudulent Transactions.

12.11. If Worldline has reasonable indications of fraud, illegal activities, or activities in breach of the Contract, or activities inconsistent with those disclosed to and approved in writing by Worldline, it may report such activities to the relevant regulatory and law enforcement authorities, and any of the Payment Schemes.

13. FINANCIAL SECURITY

13.1. Worldline may, at any time and without notice, set off, by any means, the whole or any part of any amount payable by the Merchant to Worldline or any of its Affiliates (including all Secured Obligations) against any amount payable by Worldline to the Merchant and/or any sum held by Worldline on behalf of the Merchant (including, for the avoidance of doubt, Transaction Funds and any Reserve), regardless of whether the amounts to be set off are connected in any way. This right to set off applies irrespective of whether such obligations arise during or after the termination of this Contract.

13.2. If Worldline determines a Material Event has occurred, Worldline may, at its discretion, create a Reserve by delaying all or part of the Settlements or by requiring the Merchant to transfer a sum of money as collateral. To the extent necessary, the Merchant agrees to promptly comply with Worldline’s request for collateral. Worldline may determine the amount and other parameters of the Reserve at its reasonable discretion, based on available financial and other relevant information, and may adjust the level or parameters of the Reserve on an ongoing basis to reflect its current risk exposure.

13.3. Worldline may hold all or part of the Reserve until it is satisfied that the circumstances of risk for which the Reserve was created have ceased, will not materialise or endure, and that no new circumstances of risk are reasonably likely to arise. Worldline will release the Reserve to the Merchant as expeditiously and practically as possible, using a method

of its choosing. No interest is due by Worldline on the Reserve.

13.4. Worldline may transfer any Reserve to a Retention Account.

13.5. Worldline may, at its sole discretion, accept an alternative form of security from the Merchant that provides Worldline a similar level of assurance.

13.6. The Merchant hereby irrevocably and unconditionally pledges and grants to Worldline, and its Affiliates, on the terms and conditions set out herein, a continuing first-priority right of pledge, all its rights in and over, a security interest in and over, a lien on, and right of set-off against and over any and all Transactions Funds to serve as security for the Secured Obligations. Worldline, both on its own behalf and on behalf of its Affiliates, hereby accepts such right of pledge.

13.7. The Merchant represents and warrants that, at the time of entering into this Contract, it is authorised to grant the right of pledge as described in clause 13.6, and that such right of pledge is legal, valid, enforceable against the Merchant, and free from any conflicting security rights concerning the Transaction Funds.

13.8. The Merchant shall promptly, at its own expense, undertake all actions reasonably requested by Worldline (including executing documents and instruments) to perfect, protect, or enforce the right of pledge, to maintain its first-ranking priority, or to facilitate the exercise of any rights vested in Worldline by virtue of the right of pledge. This includes, but is not limited to, any transfer, assignment, or assurance, making any registration, and providing any notices, orders, or instructions as Worldline may deem necessary or desirable. Worldline shall be entitled to disclose the right of pledge to any third party as necessary or prudent to protect its interests.

13.9. The Merchant's granting of this security interest does not in any way limit the Merchant's liability or responsibility under this Contract or any Applicable Laws.

13.10. This Article 13 shall survive the termination or expiry of this Contract and shall remain in effect until the Reserve is released by Worldline and all of the Merchant's obligations under this Contract have been discharged.

14. MERCHANT PORTAL

14.1. The Merchant Portal is Worldline's central administration hub, providing the Merchant with (i) notices, information, and documentation (e.g., Settlement notices); (ii) reporting options for Transactions; (iii) information regarding Transactions and Payment Devices; and (iv) self-service features for Transaction management. The Merchant Portal is accessible via the Internet.

14.2. The Merchant acknowledges and agrees that:

- 14.2.1. it is responsible for selecting Merchant Users and providing them with personalised login credentials to access the administration area of the Merchant Portal. These individuals are authorised to make changes to purchased services and configurations on behalf of the Merchant;
- 14.2.2. it bears sole responsibility for the use of the Merchant Portal, including the teams manager tool, and for any access to the Merchant Portal by individuals using Merchant User credentials;
- 14.2.3. it must adequately protect all login credentials against unauthorised access;
- 14.2.4. any person accessing the Merchant Portal using the login credentials provided to the Merchant shall be deemed authorised by the Merchant, and the Merchant shall be responsible for their conduct;
- 14.2.5. in the event of suspected fraudulent or unauthorised access to, or use of, the login credentials or the Merchant Portal, or any other security breach related to thereto, it must immediately notify Worldline and deactivate any affected login credentials.

14.3. Information provided through the Merchant Portal may only be updated periodically and therefore may not reflect Transactions in real time. While Worldline will make reasonable efforts to ensure the quality and accuracy of data provided through the Merchant Portal, it does not guarantee their quality or accuracy and, to the fullest extent permitted by Applicable Laws, excludes all liability for any inaccuracies, except those caused by Worldline's own fraud or wilful misconduct.

14.4. The Merchant must access the Merchant Portal at least every fourteen (14) days to review Transactions, statements, and notices. The Merchant shall verify each notice and Transaction report and promptly contact Worldline regarding any (suspected) discrepancies or questions.

14.5. Worldline may delete any Merchant Portal account inactive for twelve (12) months and may deactivate any Merchant User credentials inactive for three (3) months.

14.6. Worldline will retain Transaction data on the Merchant Portal for twenty-four (24) months and Settlement information for nine (9) months. The Merchant is responsible for downloading and storing any data while they are available on the Merchant Portal.

15. DYNAMIC CURRENCY CONVERSION (DCC)

15.1. The Dynamic Currency Conversion Service (the "DCC Service") is a service that allows the amount of a Transaction to be converted from the currency in which the Merchant charges its customers to the currency in which the Card of the Cardholder is charged, enabling the Cardholder to pay in

their usual currency. When a Transaction is processed using the DCC Service, Worldline shall convert the Transaction amount to the currency of the Cardholder's Card and apply the current markup to the conversion rate as applicable from time to time.

15.2. The DCC Service is available for sales Transactions, Refunds, and cancellations, but not for other types of Transactions, such as pre-authorisations or reservations.

15.3. The DCC Service is available to the Merchant for the currencies specified in the Contract Module. Worldline reserves the right to amend the available currencies from time to time providing reasonable advance notification to the Merchant.

15.4. The DCC Transactions will be Settled to the Merchant with the same frequency and timeframes as other Transactions. Unless otherwise agreed, the DCC Transactions will be Settled to the Merchant alongside other Transaction Funds.

15.5. The Merchant must strictly comply with (i) the Payment Scheme Rules relating to the DCC Service, and (ii) the DCC Service operating guidelines outlined in the Documentation.

15.6. The Merchant must always give the Cardholder the free option to execute the Transaction in either the Merchant's currency or their Card currency using the DCC Service.

15.7. Before executing the Transaction, the Merchant must always clearly display to the Cardholder, and include on the Transaction Receipt along with the required disclaimer of the relevant Payment Scheme, the following essential elements of a Transaction using the DCC Service:

- (a) the Transaction amount in the currency in which the Merchant charges its customers;
- (b) the Transaction amount in the currency in which the Card of the Cardholder is charged;
- (c) the exchange rate applied to the currency conversion;
- (d) the source of the exchange rate; and
- (e) the markup applied to the exchange rate.

15.8. The Merchant understands and acknowledges that each Cardholder has the right to submit a Chargeback request, for which the Merchant shall be responsible, if:

- (a) a DCC Transaction is executed without offering the Cardholder a free choice to use the DCC Service; or
- (b) the essential information referenced in clause 15.7 above was not provided before the Transaction or not included on the Transaction Receipt.

16. THE PAYMENT ECOSYSTEM, PAYMENT SCHEME RULES & PCI/DSS

16.1. The Merchant understands that electronic payments are performed in an ecosystem involving

several actors in addition to Worldline, such as Payment Schemes, Card issuers, and settlement financial institutions. Each party is essential for the successful execution of a Transaction and Settlement of a merchant and acts as an independent third party, not a subcontractor of, or party acting on behalf of, Worldline.

16.2. The extensive rules of the Payment Schemes, including the Chargeback Rules, as applicable from time to time ("**Payment Scheme Rules**"), are an integral part of this Contract and are enforceable against the Merchant. The Merchant acknowledges that Worldline has no influence over these rules, which equally apply to all members of the Payment Schemes. If a change in the Payment Scheme Rules creates a conflict with this Contract before the Contract is updated, the Payment Scheme Rules shall prevail.

16.3. Worldline is not a party to the relationship between the Merchant and the Cardholder, and makes no warranties or assumes any responsibility for the quality of products or services provided to the Cardholder. The Merchant shall ensure that all Cardholder claims and complaints are directed solely to the Merchant. The Merchant shall indemnify Worldline against all Cardholder or third-party claims and complaints, irrespective of their nature or legal basis, relating to the Merchant's products or services.

16.4. Each Transaction fee comprises the interchange fee, the Payment Scheme fee, and the service fee. The interchange fee and the Payment Scheme fees represent costs for Worldline which are fully passed on from the issuer of the Card or the Payment Scheme (together the "**Third-Party Fees**"). These Third-Party Fees are unilaterally imposed on Worldline by the Payment Schemes and are subject to change at their sole discretion. Information regarding interchange fees and indicative Payment Scheme fees can be found at [Interchange and Scheme Fees](#). Worldline reserves the right to adjust all blended Transaction fees and separate activity-based fees (including introducing new fees charged to Worldline) to reflect changes in Third-Party Fees.

16.5. Unless otherwise specified in a Contract Module, if the currencies of acceptance and payment for a Transaction differ and no Dynamic Currency Conversion is applied to the Transaction, the exchange rates used for conversion will be those determined by Six Financial Industries Ltd. on the date of processing of the Transactions, plus a markup of 1%.

16.6. The Merchant may not store sensitive data or information related to Cards or Transactions. If the Merchant's activities require handling and storage of such data, the Merchant must protect them against loss and unauthorised access, complying with PCI/DSS and Applicable Laws. To this end, the Merchant must at all times comply with Worldline's

Instructions regarding PCI/DSS and observe the "*PCI DSS compliance instructions security standards*" issued by Worldline from time to time, which form an integral part of the Contract.

16.7. Upon reasonable prior notice from Worldline, the Merchant shall provide Worldline, any of its representatives, or any Payment Scheme with information regarding the Merchant's and its third-party service providers' risk management policies and capabilities, security measures, PCI/DSS status, and grant access to any of its premises for on-site reviews of these aspects.

16.8. The Merchant shall immediately notify Worldline if Transaction data or Card data is stolen from its systems, or if it suspects that such data has been compromised. In such an event, or if Worldline has objective indications or suspicions of data compromise:

- (a) Worldline may immediately delay all Settlements until the incident is formally resolved;
- (b) at Worldline's request, the Merchant shall appoint and mandate a recognised PCI forensic auditor, at the Merchant's sole expense, to conduct a forensic audit and provide a "*PCI audit report*" within 48 hours following Worldline's request. The Merchant shall ensure the forensic auditor receives all necessary information, cooperation, and access. If the Merchant fails to appoint a forensic auditor within 48 hours of Worldline's request, Worldline shall be entitled to appoint one at the Merchant's expense and mandate it on the Merchant's behalf;
- (c) the Merchant shall strictly refrain from investigating its own systems, including actions that could result in the loss or contamination of forensic traces;
- (d) the Merchant shall authorise the forensic auditor to provide Worldline and any relevant Payment Scheme with copies of reports concerning the data incident and shall release the forensic auditor from confidentiality undertakings towards Worldline related to the data incident;
- (e) the Merchant shall immediately rectify any identified security shortcomings at its sole expense.

17. DATA PROTECTION

For the provision of the Acquiring Services, Worldline shall act as a Controller when processing Personal Data. The processing of Personal Data by Worldline as a Controller is further detailed in Worldline's Privacy Notice and in the Processing Terms.

18. DEFINITIONS

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

A2A Service: has the meaning given to it in Article 6.1 of the Service Conditions Acquiring.

Acquiring Platform: has the meaning given to it in Article 4.1 of the Service Conditions Acquiring.

Acquiring Services: the services provided by Worldline to accept and process payment transactions, which results in a transfer of funds to the payee.

Card Not Present: a business where neither the Cardholder nor the Card are physically present at the time of initiation of the Transaction. In such cases, Transactions are mainly carried out through the internet, mail order, telephone order.

Card Present: a business where both the Cardholder and the Card are physically present at a Point of Sale.

Chargeback Rules: has the meaning given to it in Article 12.1 of the Service Conditions Acquiring.

DCC Service: has the meaning given to it in Article 15.1 of the Service Condition Acquiring.

Enabling: the set of technical actions required for the acceptance and initiation of Transactions via a Terminal, and the electronic transmission of Transaction data to Worldline's Acquiring Platform.

Material Event: any of the following events:

- (i) a deterioration in the Merchant's risk profile, such as a change in net financial exposure, factors raising doubts about the Merchant's solvency, liquidity, or overall ability to meet future Reversed Payments or Penalties;
- (ii) the Merchant encounters insolvency or general inability to pay debts, including court-sanctioned payment stays, administration, receivership, restructuring, business assignment to creditors, bankruptcy, or similar situations;
- (iii) a change or anomaly in the Merchant's Transactions or Transaction patterns, that could reasonably lead to increased Reversed Payments or indicate illegal, fraudulent or unethical activities;
- (iv) the Merchant changes the nature of its business, product/service offerings, or business practices, including invoicing, shipping, service fulfilment, or return and refund procedures without prior approval from Worldline;
- (v) a change of control, a change in ownership structure, or a material change in the management structure of the Merchant without prior approval from Worldline;
- (vi) failure by the Merchant to promptly provide information reasonably requested by Worldline, such as details to assess its financial position or requirements under Applicable Laws;
- (vii) a notice of termination has been issued under the Contract;
- (viii) when an individual Transaction may reasonably result in a Reversed Payment.

Merchant Account: has the meaning given to it in Article 11.6 of the Service Conditions Acquiring.

Point of Sale: a physical checkout counter where a Cardholder can complete a purchase and initiate a Transaction.

PSD2: Directive (EU) 2015/2366 of the European Parliament and of the Council of 25 November 2015 on payment services in the internal market, amending Directives 2002/65/EC, 2009/110/EC and 2013/36/EU and Regulation (EU) No 1093/2010, and repealing Directive 2007/64/EC.

Refund: has the meaning given to it in Article 7.2 of the Service Conditions Acquiring.

Retention Account: any bank account held in the name of Worldline, other than Worldline's client funds accounts, in which Worldline holds a Reserve.

Reversed Payments: Refunds and Chargebacks.

Secured Obligations: all present and future money, debts, and liabilities due, owing, or incurred by the Merchant to Worldline or any of its Affiliates that are outstanding at any time, including any Reversed Payments or Penalties.

Strong Customer Authentication (SCA): as defined by PSD2, refers to an authentication based on the use of two or more elements categorised as knowledge (something only the user knows), possession (something only the user possesses), and inherence (something the user is) that are independent

(i.e. the breach of one does not compromise the reliability of the others), and is designed to protect the confidentiality of the authentication data.

Terminal: a Payment Device or a Virtual Terminal.

Third-Party Fees: has the meaning given to it in Article 16.4 of the Service Conditions Acquiring.

Transaction Receipt: has the meaning given to it in Article 9.1 of the Service Conditions Acquiring.

Virtual Terminal: software or a software application that allows Transactions to be accepted via the Internet or mobile applications without using a Payment Device.