

Service Conditions SmartPOS

1. GENERAL

1.1. These Service Conditions SmartPOS (“**Service Conditions**”) govern the use of SmartPOS, a solution that enables the provision of applications for payment and supporting services on eligible Payment Devices.

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

2. DESCRIPTION

2.1. The Merchant shall have access to an application distribution platform (the “**SmartPOS Store**”) where a range of applications (“**SmartPOS Apps**”) are available for download, installation, and use on a compatible Payment Device. The SmartPOS Store includes:

- 2.1.1. the **SmartPOS Web Store**: a website presenting the applications;
- 2.1.2. the **SmartPOS Store Agent**: a terminal application for ordering, downloading, and installing the applications;
- 2.1.3. the **SmartPOS Developer Portal**: a restricted website providing essential programming elements and related information, and documentation to developers;
- 2.1.4. the **SmartPOS Developer Center**: a restricted website enabling third-party developers and application providers to deploy new applications for terminal signature, Worldline approval, and publication in the SmartPOS Store;
- 2.1.5. the **SmartPOS Administrator Center**: a restricted website for managing and approving for publication.

Access to and use of the SmartPOS Store are governed by the “*SmartPOS Store Terms of Use*” and any additional terms governing the restricted areas of the SmartPOS Store.

2.2. SmartPOS Apps may be free or payable applications provided by Worldline or a third party (“**Third-Party Provider**”). They are displayed in the SmartPOS Web Store and the SmartPOS Store Agent on the Merchant’s Payment Device, where the Merchant can find the description of the application, including the applicable terms and conditions.

2.3. The Merchant can order a SmartPOS App only via the SmartPOS Store Agent using their Payment

Device, where the application is available for download and installation. By clicking the “*Install*” button in the application description, the Merchant acknowledges and confirms having read, understood, accepted, and agreed to the terms and conditions of the relevant SmartPOS App.

2.4. When ordering a SmartPOS App offered by a Third-Party Provider, the Merchant enters into a direct contractual relationship with the Third-Party Provider, who determines the applicable terms and conditions for that relationship. Worldline is not a party to this relationship and rejects any responsibility in this regard.

The Third-Party Provider’s terms and conditions may include (additional) fees and charges according to the Third-Party Provider’s price list, which may change at any time at their sole discretion. These fees exclude VAT or any other similar taxes applicable in any jurisdiction, which may be levied additionally. The Third-Party Provider will invoice the Merchant directly.

2.5. The SmartPOS App from a Third-Party Provider and all related information, documentation, and other materials are solely the responsibility of the Third-Party Provider. Worldline offers no warranty and accepts no responsibility in this regard.

2.6. When ordering a SmartPOS App provided by Worldline, usage fees will be invoiced monthly. All fees are exclusive of VAT or any other similar taxes applicable in any jurisdiction, which may be levied additionally.

2.7. The SmartPOS Store and its content, including the SmartPOS Apps, are provided “*as is*” and “*as available*” without any warranty, whether expressed or implied. This includes, but is not limited to, implied warranties of merchantability, fitness for a particular purpose, or non-infringement of third-party intellectual property rights. To the maximum extent permitted by Applicable Laws, Worldline excludes all warranties and representations regarding the SmartPOS Store.

2.8. Worldline does not guarantee uninterrupted access to or use of the SmartPOS Store and its content. Temporary restrictions or interruptions may occur due to maintenance activities, further developments, updates, upgrades, or technical malfunctions, such as power or internet outages, hardware and software errors, and issues with data lines. Worldline also makes no representation or warranty that the SmartPOS Store and its content are fault-free or that the provided information is consistently accurate or complete. The Merchant shall immediately notify Worldline and cease using the SmartPOS Store, SmartPOS Apps, and other content if they appear to be faulty, damaged, misused, or compromised.

2.9. All components of the SmartPOS Store and its content, including the SmartPOS Apps, are protected by intellectual property rights, including copyright. The Merchant shall use these components solely for their intended purposes and in accordance with their terms and conditions, the Merchant’s Contract, and Applicable Laws. The SmartPOS Store and SmartPOS Apps must not be used in any manner that may interfere with, disrupt, or damage services, networks, operating systems, equipment, or property of Worldline or any third party.

2.10. Worldline reserves the right to modify or update the SmartPOS Store periodically and will provide reasonable written notice of any such changes.

2.11. The Merchant is solely responsible, at their own expense, for acquiring, operating, and maintaining Infrastructure that is suitable for the SmartPOS Store and SmartPOS Apps. This includes an eligible Payment Device, internet connectivity, telecommunications, technical security measures, and any other necessary components.

3. SMARTPOS LICENSE

This article applies specifically to SmartPOS and is intended to supplement Article 9 of the General Conditions without affecting the generality thereof.

3.1. The Merchant is granted a revocable, non-exclusive, non-transferable, and non-sublicensable right to:

- 3.1.1. display, view, and use the SmartPOS Store;
- 3.1.2. display, view, download, install, store, and use the SmartPOS App on the Merchant’s Payment Device;
- 3.1.3. display, view, store, and use the Documentation and Instructions relating to the SmartPOS Store and the SmartPOS App;

solely for the Merchant’s business purposes and in accordance with the Contract, the “*SmartPOS Store Terms of Use*”, and the terms and conditions of the Third-Party Provider, within the territory and for the duration specified in the Contract and/or the Third-Party Provider’s terms and conditions.

3.2. Any rights not expressly granted in these Service Conditions, the Contract, the “*SmartPOS Store Terms of Use*” and/or the Third-Party Provider’s terms and conditions are excluded.

3.3. The Merchant must not:

- 3.3.1. copy, duplicate, modify, adapt, translate, reproduce, or create derivative works from the SmartPOS Store and/or its content, including the SmartPOS Apps;
- 3.3.2. copy, download, compile, or otherwise use the SmartPOS Store and/or its content,

including the SmartPOS Apps, to operate a business that competes with the SmartPOS Store for commercial purposes;

3.3.3. broadcast, republish, communicate, upload, post, transmit, or redistribute the SmartPOS Store, its content, and/or the SmartPOS App in any manner;

3.3.4. sell, rent, lease, sublicense, transfer, or assign the SmartPOS Store and/or any of its content to any third party;

3.3.5. use the SmartPOS Store and/or any of its content as part of a service for sharing or multi-user access, or for any other entity, except as expressly permitted by Worldline and the Third-Party Provider, and only in the authorised manner.

3.4. The Merchant acknowledges and agrees that:

3.4.1. it shall comply with all reasonable instructions provided by Worldline and the Third-Party Provider, including those outlined in the Documentation, concerning the SmartPOS Store and its SmartPOS Apps;

3.4.2. Worldline may, at its reasonable discretion, restrict the Merchant's access to and use of the SmartPOS Store and/or the SmartPOS Apps in the event of any legal proceedings, investigation or pending disputes related to the SmartPOS Store and/or the SmartPOS App(s).

4. RESPONSIBILITY

In addition to the liability provisions set out in the General Conditions, Worldline shall not be responsible for any loss or damage suffered by the Merchant as a result of any disruption, downtime, maintenance, or faults in the SmartPOS Store, the SmartPOS Apps, and any related documentation and materials.

5. SUSPENSION & TERMINATION

This article applies specifically to SmartPOS and is intended to supplement articles 2 to 4.3 of the General Conditions without affecting their generality.

5.1. In addition to any other remedies available to Worldline under Applicable Laws, Worldline shall have the right to suspend or terminate the Merchant's Contract for SmartPOS and/or the Merchant's access to and use of the SmartPOS Store, the SmartPOS Apps, or any parts thereof, if Worldline reasonably determines that:

5.1.1. the Merchant's use of the SmartPOS Store and/or SmartPOS App(s) (i) poses a security risk to the SmartPOS Store, the SmartPOS Apps, Worldline, and/or any third party; (ii) may adversely affect the SmartPOS Store, the SmartPOS Apps, or the systems of Worldline or any third party; (iii) violates Applicable Laws or the rights of Worldline or any third party; (iv) may expose Worldline, its Affiliates, or any third party to liability; or (v) may be fraudulent or illegal;

5.1.2. Worldline is unable to continue offering the SmartPOS Store, the SmartPOS Apps, or parts thereof, because doing so would breach Applicable Laws, PCI/DSS, or Payment Scheme Rules, or if it would be unduly burdensome in practice for Worldline to continue offering them;

5.1.3. the Merchant ceases to operate in the normal course of business, makes an assignment for the benefit of creditors or similar disposition of its assets, or becomes the subject of bankruptcy, reorganisation, liquidation, dissolution, or similar proceedings.

5.2. Upon termination of the Merchant's Contract, the SmartPOS License will also automatically terminate.

5.3. The Merchant remains liable for all fees and charges incurred up to the date of termination.

5.4. Upon termination, the SmartPOS Store will become inaccessible to the Merchant, and all rights of use will cease. However, the Merchant may continue using the version of the SmartPOS App installed on their Payment Device at the time of termination according to the terms of that SmartPOS

App, but in no case will the Merchant be entitled to any changes or improvements to that version post-termination (e.g. updates, upgrades).

6. DATA PROTECTION

6.1. The rights and obligations of each Party relating to the processing of Personal Data for the provision and use of the SmartPOS store are governed by the "SmartPOS Store Terms of Use".

6.2. The rights and obligations of each Party relating to the processing of Personal Data within the scope of SmartPOS Apps are governed by the Terms of Use of each SmartPOS App.

7. DEFINITIONS

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

SmartPOS Administrator Center: has the meaning given to it in Article 2.1 of the Service Conditions SmartPOS.

SmartPOS App: has the meaning given to it in Article 2.1 of the Service Conditions SmartPOS.

SmartPOS Developer Center: has the meaning given to it in Article 2.1 of the Service Conditions SmartPOS.

SmartPOS Developer Portal: has the meaning given to it in Article 2.1 of the Service Conditions SmartPOS.

SmartPOS Store: has the meaning given to it in Article 2.1 of the Service Conditions SmartPOS.

SmartPOS Store Agent: has the meaning given to it in Article 2.1 of the Service Conditions SmartPOS.

SmartPOS Web Store: has the meaning given to it in Article 2.1 of the Service Conditions SmartPOS.

Third-Party Provider: has the meaning given to it in Article 2.2 of the Service Conditions SmartPOS.