

## Service Conditions Tap on Mobile

### 1. GENERAL

1.1. These Service Conditions Tap on Mobile (“**Service Conditions**”) govern the use of the Tap on Mobile Application which enables the Merchant to accept Transactions on a smartphone or tablet running an Android or iOS operating system.

1.2. These Service Conditions form an integral part of the Contract and apply in addition to the General Conditions, the Service Conditions Acquiring, 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 Tap on Mobile Application (“**Tap on Mobile App**”) is a software solution intended for installation on Eligible Mobile Devices enabling Merchants to accept contactless Transactions on these devices. To use the Tap on Mobile App, the Merchant must have an agreement with Worldline for the Tap on Mobile Service, and the Merchant User must be duly authorised by the Merchant to use the application on its behalf. Additionally, the Merchant is required to register and link the Tap on Mobile App to its terminal ID via the Merchant Portal.

2.2. The Merchant may access and view the Transaction history processed through the Tap on Mobile App on an individual Eligible Mobile Device for a period of up to seven (7) days. Older Transaction information is available for viewing through the Merchant Portal.

2.3. All components of the Tap on Mobile App are protected by intellectual property rights, including copyright. The Merchant shall use the Tap on Mobile App solely for its intended purpose, which is to process legitimate sales or refund Transactions related to the Merchant’s business, in line with the Merchant’s Contract. The Tap on Mobile App must not be used in any manner that may interfere with, disrupt, or damage any devices, services, networks, or property of Worldline or any third party, or any operating system.

### 3. TAP ON MOBILE LICENSE

*This article applies specifically to the Tap on Mobile App and is intended to supplement Article 9 of the General Conditions without affecting their generality.*

3.1. The Merchant is granted a non-exclusive and non-transferable license to use the Tap on Mobile App in the European Economic Area to accept contactless Transactions from Cardholders using an Eligible Mobile Device for the purpose of processing

legitimate sales or refund Transactions related to the Merchant’s business during the term of the Contract (the “**Tap on Mobile License**”). The Merchant does not obtain any rights in the Tap on Mobile App other than those specified in this Article 3.

3.2. The Merchant may not:

- 3.2.1. engage in any fraudulent or malicious activities in relation to the Tap on Mobile App or its software, including, but not limited to, modifying, adversely affecting, translating, reverse engineering, decompiling, disassembling, hacking into, inserting malicious code into, or create derivative works based on the Tap on Mobile App, except to the extent permitted by and in accordance with Applicable Laws; or
- 3.2.2. sub-license or attempt to sub-license to any third party the right to use the Tap on Mobile App without the prior written consent of Worldline.

3.3. Worldline reserves the right to suspend or revoke the Tap on Mobile License at any time should the Merchant breach any of the terms of the Contract, including these Service Conditions Tap on Mobile.

### 4. TAP ON MOBILE APP

4.1. The Merchant shall conduct a compatibility check for the mobile device, download the Tap on Mobile App from the Google Play store or the App Store, and install it on any Eligible Mobile Device. The Merchant shall not override the software lockdown on the Eligible Mobile Device (e.g. “*obtaining root access*” on an Android device, “*jailbreaking*” on an Apple device).

4.2. The Tap on Mobile App shall be governed by the rules of the Google Play store or the App Store (as applicable) and in accordance with the terms of use of the relevant operating platform.

4.3. The Tap on Mobile App may be used by only one person on one Eligible Mobile Device at any given time. This means that only one user may process a Transaction on an Eligible Mobile Device at any one time.

4.4. The Tap on Mobile App shall not be used to access or monitor any content, material, or information on any system, either manually or by automated means, such as robots, spiders, scrapers.

4.5. Worldline may modify or update the Tap on Mobile App from time to time and shall provide reasonable written notice of any changes. The Merchant must ensure that the latest available version of the Tap on Mobile App is always installed. When

updated versions become available, the Merchant must install them promptly.

4.6. The Merchant must immediately notify Worldline and cease using the Tap on Mobile App if it appears to be faulty, damaged, misused, or compromised.

4.7. The Merchant must have a 3G/4G/5G or Wi-Fi internet connection to use the Tap on Mobile App. The Merchant is responsible for all telecommunications costs (including standard charges, data costs, and any other charges, costs or fees) incurred when using the application on the Eligible Mobile Device.

4.8. The Merchant is responsible for obtaining, operating, and maintaining an Infrastructure suitable for the operation of the Eligible Mobile Device and the Tap on Mobile App, including implementing technical security measures to prevent misuse. Any costs incurred from Infrastructure changes are the Merchant’s responsibility. The Infrastructure may include cash register systems, telecommunications equipment, and measures for anti-virus protection, security (e.g., firewalls), and data backups. The Merchant is solely responsible for managing the security requirements of the Eligible Mobile Device.

4.9. The Merchant may use the Tap on Mobile App solely to accept Transactions with contactless Cards that are permitted under the Contract and that meet Worldline’s and relevant Payment Schemes’ requirements, as updated periodically. The Merchant must not use the Tap on Mobile App to accept Transactions with Cards that are altered, damaged, expired, or violate the Contract.

4.10. When using the Tap on Mobile App, the Merchant shall only accept Cards for processing sales and refund Transactions. The Merchant must strictly refrain from processing cash transactions or providing cash payouts through the application.

4.11. Worldline reserves the right to reasonably restrict the Merchant’s access to the Tap on Mobile App in cases of legal proceedings, investigations, or pending disputes concerning Transactions processed by or on behalf of the Merchant via the Tap on Mobile App.

4.12. Worldline does not guarantee that the Tap on Mobile App will always be available without interruptions or faults, or that the information is always accurate or complete. To the maximum extent permitted by the Applicable Laws, Worldline disclaims all warranties and representations regarding the Tap on Mobile App.

4.13. The Merchant acknowledges and agrees that Worldline may, at any time and at its sole discretion, suspend or terminate the operation of the Tap on Mobile App, in whole or in part, for all Merchants, a group of Merchants, or individual Merchants, or

remove features from the application, if it reasonably believes that the continued operation of the Tap on Mobile App or any feature thereof may cause harm to Merchants, Payment Schemes, Cardholders, or Worldline. This action can also occur if offering the application or any of its features would breach Applicable Laws or Payment Scheme Rules, or if maintaining the app or any feature becomes unduly burdensome for Worldline.

4.14. The Merchant acknowledges and agrees to the following responsibilities:

- 4.14.1. ensure identification and registration of individuals who are granted access to the Tap on Mobile App with login credentials;
- 4.14.2. make login credentials accessible only to registered users of the Tap on Mobile App and require these users to keep their credentials strictly confidential and not to record them in written form;
- 4.14.3. maintain records of all individuals granted access to the Tap on Mobile App, including the dates when access is revoked;
- 4.14.4. prohibit any person from storing their biometric identifier on the Eligible Mobile Device;
- 4.14.5. conduct regular training for all users on the proper use of the Tap on Mobile App;
- 4.14.6. immediately revoke access to the Tap on Mobile App for any individual no longer authorised by the Merchant;
- 4.14.7. take appropriate steps to ensure that all Eligible Mobile Devices used to access the Tap on Mobile App have the necessary software to access and operate the application, are password protected, are never left unattended or logged into the application, and are protected against malware, viruses, and unauthorised access;
- 4.14.8. ensure that passwords for the Tap on Mobile App and for the Eligible Mobile Device are distinct and changed regularly;
- 4.14.9. adequately protect all login credentials from unauthorised access;
- 4.14.10. be solely responsible for the use of the Tap on Mobile App, including by users it has authorised;
- 4.14.11. be responsible for authorizing and monitoring parties who access the Tap on Mobile App using the Merchant's or its authorized users' credentials. Those parties shall be deemed to have been authorised by the Merchant to use the application, and the Merchant shall be liable for their conduct;
- 4.14.12. immediately notify Worldline and disable the application if the Merchant suspects any fraudulent or unauthorised access to or use of the login credentials or the Tap on Mobile App, or any other security breach related to the Tap on Mobile App; and
- 4.14.13. comply with all reasonable instructions provided by Worldline, including those outlined in the Documentation, regarding the use of the Tap on Mobile App.

## 5. DATA COLLECTION AND MANAGEMENT

*This article applies specifically to the Tap on Mobile App and is intended to supplement Worldline's Privacy Notice and Processing Terms without affecting their generality.*

5.1. The Merchant agrees and shall ensure that the Merchant Users are informed that Worldline may collect various information from the Merchant's Eligible Mobile Device after downloading the Tap on Mobile App. This data collection is necessary for the application's functionality, for security purposes, to provide enhanced support, and to aid in the application's development.

5.2. The information collected may include details such as application type and version, network type and operator name, IP address, device type and model, operating system, and security information relating to the Merchant's Eligible Mobile Device (e.g., whether the Merchant has jailbroken the Eligible Mobile Device).

5.3. The Merchant can use the Tap on Mobile App to email receipts to customers and acknowledges that collected customer e-mail addresses constitute personal data, which must be protected in accordance with applicable data protection legislation.

5.4. When providing the Tap on Mobile Service, Worldline shall act as a Processor when processing Personal Data on the Merchant's behalf. The rights and obligations of each party relating to the processing of Personal Data necessary for the provision of the Service is further elaborated in the Processing Terms.

Details of the processing:

Nature of processing:

The Processing consists of the following activities: collect, aggregate, compare, encrypt, decrypt, organize, verify, analyze, control, register, charge, display, enrich, copy, duplicate, transfer to persons that participate in the Processing of, the Personal Data.

Categories of Data Subjects:

Cardholders, Merchant representatives and/or employees.

Categories of personal data processed:

Identification data (such as first name, last name); Contact details (such as email address); Financial data (such as (truncated) card number, card expiry data, CVV); Transactional data (such as shipping address, transaction reference, transaction amount, transaction date, transaction history, purchase); Technical identifiers (such as IP address, network interaction history); Communication data (such as support ticket and/or case).

Data retention:

Given that Worldline offers a shared service, a standardized data retention period is implemented for the provision of the Tap on Mobile Service.

*Default data retention period:* Worldline will retain the Personal Data for a period of thirteen (13) months as from the date of the transaction. After this period, without prejudice to Worldline's back-up and subject to any contrary statutory, regulatory or contractual retention obligations which must be observed by Worldline, the Personal Data will be erased or anonymized.

Additional Technical and Organizational Measures:  
N/A

Deviations from the Processing Terms: none.

Sub-processors relied on: [Privacy](#).

## 6. RESPONSIBILITY

6.1. The Merchant is solely responsible for ensuring the physical and electronic security of its Eligible Mobile Device.

6.2. Worldline shall not be liable for any loss, damage, or theft of the Eligible Mobile Device.

6.3. In addition to the liability provisions set out under the General Conditions, Worldline shall not be responsible for any loss or damage suffered by the Merchant due to any disruption, downtime, or maintenance of the Tap on Mobile App.

## 7. SUSPENSION & TERMINATION

*This article applies specifically to the Tap on Mobile App and is intended to supplement Articles 2 to 4 of the General Conditions without affecting their generality.*

7.1. Worldline shall have the sole discretion to suspend or terminate the use of the Tap on Mobile App, a category of Tap on Mobile App users, or all Tap on Mobile App users in the following circumstances:

- 7.1.1. the application requires downtime or maintenance;
- 7.1.2. the Merchant's operating system is outdated and cannot be updated by the relevant operating system to support the Tap on Mobile App;
- 7.1.3. Worldline is no longer able to provide the Tap on Mobile App; or
- 7.1.4. an operating system has temporarily ceased to support the Tap on Mobile App.

7.2. Should Worldline detect inactivity in the Tap on Mobile App for four (4) consecutive weeks, Worldline may:

- 7.2.1. send a notification to the Merchant requesting that the Merchant either use the Tap on Mobile App or inform Worldline of its intent to use the Tap on Mobile App;
- 7.2.2. if the Merchant fails to respond or the application remains inactive for seven (7) days following the notification, Worldline may deactivate the Tap on Mobile App on Eligible Mobile Devices on which it is installed for security reasons.

7.3. Worldline may discontinue the availability of the Tap on Mobile App and deactivate it by providing written notice at least thirty (30) days in advance.

7.4. Following the termination of the Tap on Mobile App, the Merchant shall continue to be bound by these Service Conditions, and Worldline shall be entitled to delete all of the Merchant's data stored on Worldline's servers in accordance with Applicable Laws.

## 8. MISCELLANEOUS

8.1. App Store is a service mark of Apple Inc. Android and Google Play are registered trademarks of Google Inc.

8.2. The Merchant warrants that it is not located in a country subject to a U.S. government embargo or designated by the U.S. government as a "*state sponsor of terrorism*", and that the Merchant is not listed on any U.S. government list of prohibited or restricted parties. The Merchant agrees to comply with the terms of use of all third-party service providers (such as software providers and network service providers) when using the Tap on Mobile App.

## 9. DEFINITIONS

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

**Eligible Mobile Device:** a mobile device operating on an Android or iOS operating system that meets the required technical specifications and has been approved by Worldline for the deployment of the Tap on Mobile App.

**Tap on Mobile Application** or **Tap on Mobile App:** has the meaning given to it in Article 2.1 of the Service Conditions Tap on Mobile.

**Tap on Mobile License:** has the meaning given to it in Article 3.1 of the Service Conditions Tap on Mobile.