

Service Conditions Worldline Global Online Payments

1. GENERAL

1.1. These Service Conditions for Worldline Global Online Payments (“**Service Conditions**”) apply to the Service described herein.

1.2. These Service 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 the Contract Modules.

2. DESCRIPTION

2.1. The Worldline Global Online Payments Service (the “**GoPay Service**” or “**GoPay**”) is a technical “online acceptance” service that includes:

- 2.1.1. a technical payment processing service that enables the Merchant to send, receive, and manage Transaction data that are hosted on the Worldline Platform, and Worldline to send these data to, and receive responses from, the Payment Institutions (or other third-party providers) selected by the Merchant for further processing of the Transaction data;
- 2.1.2. any service ancillary to the technical payment processing service as provided by Worldline to the Merchant from time to time as indicated in the Contract Module;
- 2.1.3. the hosting of the Worldline Site and the Worldline Account including any data processed by Worldline as part of the technical payment processing service or any ancillary service as described above.

The specific configuration, features, and options activated for the Merchant shall be included in the Contract Module and the Documentation.

2.2. To facilitate the (continued) provision of the GoPay Service to the Merchant, the following prerequisites must be met:

- 2.2.1. the Merchant must establish a secure connection to the Worldline Platform before commencing the GoPay Service and maintain an up-to-date connection throughout the duration of the Contract, in accordance with the conditions periodically notified by Worldline;
- 2.2.2. the Worldline Platform must be connected to the Payment Institution(s) (or other third-party service providers) selected by the Merchant before the start of the Service and this connection must remain available throughout the duration of the Contract.

2.3. When providing the GoPay Service, Worldline acts as a technical intermediary between the Merchant, the Merchant’s customers, and the Payment Institutions; it does not provide a “*Payment Service*”. Any Transaction Funds will be Settled directly to the Merchant, without involving Worldline in the flow of funds. The modalities for the Settlement of funds are agreed between the Merchant and the Payment Institution.

2.4. If Worldline, or any member of the Worldline Group, also acts as the Payment Institution, this arrangement shall be governed by the specific conditions outlined in the relevant Contract Module together with the Service Conditions Acquiring, and all functions designated to the Payment Institution under these Service Conditions Worldline Global Online Payments shall be assumed by Worldline or the relevant member of the Worldline Group.

2.5. The GoPay Service is delivered under a “*Software as a Service*” model, providing access to the Worldline Platform as a shared service for the Merchant and other Worldline customers.

2.6. Except as described in these Service Conditions, the GoPay Service does not include any commercial or functional elements related to the Merchant’s sales process, such as creating and hosting product catalogues or delivering goods and/or services.

3. THE WORLDLINE PLATFORM

Before the creation of the Worldline Account, the Merchant must establish a secure connection (integration) between its Infrastructure and the Worldline Platform. The various integration methods and procedures are further described in the Documentation. The Merchant, or its Solution Provider on the Merchant’s behalf, shall carry out the integration and ensure that it remains up-to-date in accordance with the Documentation. The connection is established under the Merchant’s sole responsibility.

4. CREATION AND MANAGEMENT OF THE WORLDLINE ACCOUNT

4.1. Before the activation of the Worldline Account, the Merchant must create a test account in the test environment of the Worldline Platform. The Merchant shall, at its discretion, thoroughly test all functionalities of the Worldline Account and the use of the Worldline Account together with its Infrastructure. When the Merchant deems it appropriate, it may request the activation of its Worldline Account in the “*production environment*” of the Worldline Platform.

4.2. Worldline shall update the Worldline Platform periodically by releasing new versions. Prior to each new software release related to the Worldline Platform, the Merchant must thoroughly test the compatibility of such release with its Infrastructure and make any necessary adaptations to its Infrastructure to ensure compatibility with the newly released software.

4.3. If the Merchant utilises a Solution Provider or has been introduced to Worldline by a Business Introducer, the Merchant authorises Worldline to:

- 4.3.1. provide access to the Merchant Account to such Solution Provider or Business Introducer; and
- 4.3.2. share with the Solution Provider or Business Introducer all data and other information required by them.

5. ACCESS TO THE WORLDLINE ACCOUNT

5.1. The Merchant can securely access their Worldline Account via the Worldline Site and configure it using its personal login credentials.

5.2. The Merchant acknowledges that it has freely chosen the navigation software to access the Worldline Site and accepts that Worldline holds no responsibility in this respect.

5.3. The address of the Worldline Site may change periodically. In the event of such a change, the Merchant will be notified at least fifteen (15) days in advance.

5.4. Any party accessing the Worldline Account using either the login credentials provided by Worldline to the Merchant or those generated through the manager tool, will be considered authorised by the Merchant, who shall bear responsibility for the conduct of that party.

6. USE OF THE WORLDLINE ACCOUNT

6.1. The Merchant can use and manage the GoPay Service via the Worldline Account. This account enables the Merchant to consult, review, and manage the status of Transactions, as well as view and configure their profile and account settings. The Merchant may have one or multiple Worldline Accounts. Furthermore, the Worldline Account offers various reporting options. The features and services included in the GoPay Service are detailed further in the Documentation.

6.2. Except for the content directly provided by Worldline in the Worldline Account, the Merchant shall be fully and exclusively responsible for:

- 6.2.1. the content of their Worldline Account;
 - 6.2.2. the use of their Worldline Account, including actions by Merchant Users and the configuration of account settings and parameters; and
 - 6.2.3. the Transactions.
- 6.3. The Merchant undertakes to keep the content of the Worldline Account accurate, complete, and continuously updated.
- 6.4. The Merchant shall manage the Worldline Account at its discretion, in good faith, and in compliance with all Applicable Laws. In particular, the Merchant is solely responsible for:
- 6.4.1. the management of the PSPID, the selection of Merchant Users, and the use and safeguarding of login credentials (including user IDs);
 - 6.4.2. use of the Worldline Account, or any components thereof, and any Merchant User's use of it, and shall hold Worldline harmless from and against and indemnify any damages arising from such use of the Worldline Account.

7. SECURITY AND CONTROL OF TRANSACTIONS

7.1. The Merchant acknowledges the necessity of implementing appropriate (IT) security measures to protect the integrity of the Worldline Platform, the Worldline Account, the Transactions, and their financial interests. The Documentation provides a general overview of security guidelines, which are not exhaustive and may change over time. These guidelines are provided as recommendations only. It is the Merchant's responsibility to assess the adequacy of their security measures, taking into account their specific circumstances.

7.2. As part of the security measures, the Merchant must, without limitation:

- 7.2.1. install security patches and activate security configurations on all machines connected to the Worldline Platform;
- 7.2.2. never store any Cardholder data or visual cryptograms (such as CVC/CVV) on any type of medium, unless the Merchant has the requisite PCI/DSS certification;
- 7.2.3. protect and regularly change all passwords, particularly those for Merchant Users accessing the Worldline Account(s);
- 7.2.4. secure access to all servers, applications, and technical infrastructure, using state-of-the-art firewalls, intrusion prevention systems, and anti-virus software;
- 7.2.5. implement an internal security policy;
- 7.2.6. regularly train personnel on the correct handling and use of the Worldline Platform and Worldline Account, including before their first use; and
- 7.2.7. obtain and maintain an up-to-date PCI/DSS certification, where applicable.

7.3. Worldline may suspend, partially or entirely, the provision of the GoPay Service and/or the use

and access to the Worldline Account and Worldline Platform if, in Worldline's reasonable opinion, the controls and/or security measures implemented by the Merchant are inadequate, or if any abnormal or divergent use of the GoPay Service is observed.

7.4. If the Merchant believes or suspects that there has been any fraudulent or unauthorised access to or use of the login credentials, the Worldline Account, or any other breach related to the Worldline Account, the Merchant must immediately notify Worldline and deactivate any impacted login credentials.

7.5. The technical payment processing service of the GoPay Service includes several automatic and manual tools that allow the Merchant to verify the consistency between the Transactions processed by Worldline and its own sales application. Such tools enable *i.a.*:

- 7.5.1. online consultation of Transactions within the Worldline Account;
- 7.5.2. the verification of the integrity of the payment data through the configuration of security parameters using industry-standard cryptographic systems;
- 7.5.3. the provision of information to the Merchant regarding the Transactions that are being processed.

7.6. The Merchant undertakes to establish and implement adequate control measures to verify, in a timely manner, the proper processing of Transactions, including the Settlement of Transactions by the Payment Institution.

7.7. The Merchant acknowledges being informed that the GoPay Service includes an optional fraud detection solution designed to mitigate the risk of fraud and its negative effects on the Merchant's activities and the Payment Institutions. This option can be activated by the Merchant through the Contract Module, in line with the outlined conditions.

7.8. The Merchant shall bear sole responsibility for any damage arising from a breach of their obligations under Article 7. Inadequate security measures, procedures, or controls harm not only the Merchant but also other users of the GoPay Service and the broader payments ecosystem.

7.9. The GoPay Service is and shall continue to be provided in accordance with PCI/DSS (or an equivalent successor international standard) throughout the term of the Contract.

7.10. Worldline may undertake any actions it considers necessary or useful to host and protect the Worldline Account, including creating backup copies of its content. In carrying out these actions, Worldline is subject to restrictions imposed by Payment Institutions, PCI/DSS, and relevant competent authorities.

8. SUPPORT

8.1. In the event of technical problems relating to the Worldline Account, the Merchant can consult the Documentation, create an incident ticket, contact the Worldline Helpdesk using the contact form available at Contact@worldline-solutions.com, or

by telephone during business hours from 09:00 to 17:00 CET on Business Days. Worldline's telephone number is available on the Worldline Site.

8.2. Support is provided free of charge under the following conditions:

- 8.2.1. the Merchant's subscription, as specified in the Contract Module, does not exclude free support;
- 8.2.2. the Merchant possesses reasonable knowledge of the GoPay Service and has first attempted to determine the cause of the problem using the available Documentation;
- 8.2.3. the problem has originated from the GoPay Service and not from any other system upstream or downstream in the payments chain or within the Merchant's Infrastructure;
- 8.2.4. if the requested support relates to a test account, the Merchant must activate a Worldline Account in the production environment on the Worldline Platform within three (3) months of the support request.

If the above conditions are not met, the Merchant may be charged and invoiced for such support in accordance with Worldline's then-current hourly support rate.

9. DATA PROTECTION

9.1. When providing the GoPay 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.

9.2. Details of the processing:

Nature of processing: The Processing consists, of, amongst other, the following operations: collection, organization, structuring, storage, adaptation, retrieval, consultation, use, alignment or combination, restriction, erasure, remote access and 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, standardized data retention periods have been implemented for the GoPay Service. The Merchant is responsible for any period selected:

- *Default data retention period:* Worldline will retain the Personal Data for a period of five hundred and forty (540) calendar days as from the date of the transaction.

- *Reduced data retention period:* the Merchant can opt to reduce the default data retention period with a minimum of ninety (90) calendar days as from the date of the transaction, via de settings in the Worldline Account.

After this period (the default or the reduced 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.

Sub-processors relied on: [List of subcontractors](#).

Additional Technical and Organizational Measures:
[Technical and organizational security measures](#).

Deviations from the Processing Terms: N/A.

10. MISCELLANEOUS

10.1. Worldline reserves the right to discontinue the availability of a connection between any Payment Institution or other third-party service provider (including a Solution Provider) and the Worldline Platform at any time and without prior notice. This may be a general decision by Worldline or a specific decision by the Payment Institution or other third-party service provider (whether generally or specifically relating to the Merchant, for instance if the Payment Institution terminates its relationship with

the Merchant or refuses to update its connection to Worldline to accommodate new software releases).

10.2. The Merchant shall integrate and use the GoPay Service in accordance with the Documentation and in compliance with good industry practices. The Merchant shall use the GoPay Service solely on its own behalf and not for any purposes that are not explicitly described in the Contract or foreseen in the Documentation.

10.3. The Merchant shall not send (i) any systematic queries to the Worldline Platform to check its availability or (ii) any unnecessary repetitive queries to ascertain the status of non-existing Transactions or Transactions for which the status cannot evolve anymore.

11. DEFINITIONS

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

Business Introducer: a third-party partnered with Worldline that has introduced the Merchant to Worldline or commercialised the GoPay Service to the Merchant.

GoPay Service: has the meaning given to it in Article 2.1 of the Service Conditions Worldline Global Online Payments.

PSPID: a unique, non-modifiable identifier for the Worldline Account of the Merchant, chosen by the Merchant during the subscription process to the GoPay Service. The PSPID is used by Worldline to identify the Merchant and must consist of no less than five (5) characters and no more than fifteen (15) characters.

Solution Provider: a third-party service provider that connects the Merchant's sales application with the Worldline Platform on behalf of the Merchant.

Worldline Account: the account created in the name of the Merchant on the Worldline Platform, enabling the Merchant to use and manage the GoPay Service. The Worldline Account is identified by a PSPID.

Worldline Platform: the payment processing platform that enables the provision of the GoPay Service.

Worldline Site: the internet site that grants the Merchant access to the Worldline Account. The Worldline Site is accessible at <https://docs.direct.worldline-solutions.com> or any other address as communicated by Worldline from time to time.