

## Special Conditions Backup Mode

### 1. GENERAL

These Special Conditions regarding backup mode form an integral part of the Contract and supplement 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 may accept electronic payments using the backup mode when the Merchant's terminal cannot connect to Worldline's payment system or when Worldline's payment system is unavailable for other reasons ("**Unavailability**").

2.2. When the backup mode is active, Transactions take place in offline mode, without connecting to the payment system and therefore without verifying the validity of the Transactions. For the Cardholder, such offline Transactions function exactly the same as online Transactions.

2.3. The terminal may contain up to two backup instances: one as the fallback system for Bancontact, and the other as the fallback system for cards from international brands. Depending on the agreed acquiring services, only one or both instances may be active when the fallback system is invoked.

### 3. TERMS OF USE

3.1. The Merchant may only activate and use the backup mode for its intended purpose, i.e. as the fallback system in the event of Unavailability.

3.2. Given the limitations and risks set out in herein, the decision to activate the backup mode is the Merchant's exclusive responsibility.

Before activating backup mode, the Merchant must contact Worldline to report any suspected problems.

This notification is required to enable Worldline to investigate and, where possible, resolve the alleged problems, and to allow the Merchant to determine the cause of the Unavailability (e.g., Worldline's telecom provider, the Merchant's internal network, etc.), thereby enabling an informed decision on whether to activate backup mode. This notification to Worldline does not affect the Merchant's sole responsibility for the decision to activate the backup mode, as set out in Article 3.2.

### 4. LIMITATIONS

4.1. The backup mode can only be used for debit and credit cards with an EMV chip.

4.2. The backup mode can only be activated and used on terminals with the relevant software recognised by Acquiris (the body responsible for terminal specifications and certification) that comply with the specifications of the various Card Schemes.

4.3. The use of the backup mode per terminal is restricted to a maximum of two consecutive days without a connection between the terminal and Worldline's payment system.

4.4. Per terminal, the backup mode allows:

- each backup instance to process four hundred transactions per day;
- each backup instance to process five hundred transactions per month.

4.5. The maximum amount per Transaction executed using the backup mode is €500.

4.6. Because Transactions carried out in backup mode are stored only temporarily and at a single location (the terminal), this mode must not be used to perform Transactions with defective cards or terminals. The Merchant acknowledges and accepts that Transactions may be permanently lost if they activate the backup mode on a faulty terminal or with a

faulty card, or upon return by the Merchant (or a technician) of a terminal on which the backup mode had recently been activated. The Merchant must clearly inform the person to whom they hand over the terminal for maintenance that the backup mode has been activated, regardless of whether this has been reported to Worldline.

4.7. The backup mode must not be used when Worldline has previously announced that the payment system will be interrupted (e.g., for planned maintenance).

### 5. NO PAYMENT GUARANTEE

5.1. The Merchant acknowledges and accepts that even if the above conditions are met there is no guarantee that the Transaction amounts will actually be credited to the Merchant's account when Transactions are processed in backup mode. Unlike the online payment system, the offline nature of the backup mode introduces factors that can prevent the actual credit of the Transaction amount. This includes, but is not limited to, the following situations:

- The Cardholder has insufficient funds in their account when the Transaction is presented to the card issuer;
- The Cardholder's card was blocked when used at the Merchant's terminal or before the Transaction was presented to the Card issuer;
- The Cardholder's Financial Institution disputes the Transaction and initiates a Chargeback.

5.2. The Merchant accepts that they cannot claim payment from Worldline or the Card issuer for unpaid Transactions or Transactions that were rejected by the Cardholder.