

Special Conditions Gift, Loyalty & Prepaid Cards

1. SETTING UP AND AMENDING THE SCHEME

1.1. When setting up a Scheme, a specific Model is chosen. After a Scheme has been set up, it cannot be changed to a different Model. The Scheme Owner can order additional cards at any time using the Contract Module provided for this purpose, provided that the ordered number of cards does not exceed the reserved maximum number of card numbers within the chosen Model. As soon as the maximum Card Range is reached, a new Scheme must be created using the Contract Module provided for this purpose.

1.2. The price and costs of the Scheme are determined by three primary factors: (1) the quantity of cards, (2) the number of payment terminals that accept the Scheme, and (3) the number of points of sale where the Scheme is accepted. However, the price and costs for a Scheme that the Scheme Owner must pay to Worldline are not influenced by the actual quantity of cards, payment terminals, and/or points of sale that the Scheme Owner subsequently activates via the Portal.

1.3. The Scheme must be registered in Worldline's database with a number of parameters, such as the maximum value per card and the card's reloadability. These are determined at the commencement of the Scheme and recorded in the Contract Module. These parameters can only be changed by a written request from the Scheme Owner.

1.4. The Scheme Owner has the option to flexibly, and therefore on a temporary basis, block cards via the Portal (e.g., if the Scheme Owner sets a period for the use of the cards or for security reasons).

1.5. A Scheme can be amended after its creation to a Scheme with fewer or more payment terminals. For security reasons, the Scheme Owner can, if desired, flexibly and on a temporary basis deactivate payment terminals via the Portal. If the Scheme Owner wishes to activate fewer or more payment terminals than in the originally chosen Scheme, this must be done using the Contract Module provided for this purpose. If the Merchant wishes to deactivate terminals after the initial term, they must do so in writing.

1.6. The Scheme Owner is fully responsible and liable for all requests to Worldline (activations, deactivations, and amendments).

Connecting payment terminals not owned by the Scheme Owner is only permissible if the owner of the relevant payment terminal, the Scheme Owner, and Worldline agree to this; if the relevant payment terminal is suitable for accepting the service; and the owner of the relevant payment terminal and the Scheme Owner will comply with any additional guidelines from Worldline (e.g., additional technical conditions). In such cases, the Scheme Owner guarantees that they will conclude an agreement with the owner of the payment terminal that stipulates their respective rights and obligations regarding the use of the Scheme. Worldline bears no liability whatsoever regarding the use of the Scheme on payment terminals that are not connected to Worldline's network.

2. DURATION

2.1. Unless otherwise agreed in the Contract Module or in Special Conditions, the Gift, Loyalty & Prepaid Cards service is entered into for an initial term of one (1) year.

2.2. After the expiry of the initial term, the service is taken for an indefinite period, unless either party terminates the service in writing at least ninety (90) calendar days before the end of the initial term.

2.3. Once the service has become indefinite, either party may terminate the service in writing with a notice period of ninety (90) calendar days from the first day of the month following the month in which the termination was given.

3. WORLDLINE'S OBLIGATIONS

3.1. Worldline undertakes to authorise Gift Card transactions if the card and/or its use complies with the parameters associated with the relevant card.

3.2. Worldline will register all data concerning Gift Card transactions carried out with the cards in the central database and make this available to the Scheme Owner via the Portal.

4. LIABILITY

4.1. The Scheme Owner bears full responsibility for the consequences of any modification made to the parameters by themselves or by a third party designated by them.

4.2. The Scheme Owner is responsible for all cash flows within the Scheme. The Scheme Owner may only use the cards for legally permissible applications.

4.3. Worldline is not responsible for the financial processing of Gift Card transactions with the cards.

The Scheme Owner shall be solely responsible for the organisation and handling thereof in accordance with all relevant legal provisions.

5. CARDS AND PACKAGING

5.1. The layout/design of the cards must be supplied digitally to Worldline via the documents and procedures provided for this purpose. Setup costs are included in the card price. For PMS colours, there is a surcharge per colour, which depends on the print run.

5.2. The design of the packaging must be supplied digitally to Worldline via the documents and procedures provided for this purpose. Setup costs are included in the card price. For PMS colours, there is a surcharge per colour, which depends on the print run.

5.3. Worldline has the right, but not the obligation, to examine the received layouts/designs for suitability or completeness.

5.4. Minor deviations between the delivered material, the original design, and the proof (typesetting proof/print proof/other proof) do not grant the right to rejection, discount, suspension of payment, or damages. Deviations with a minor or limited impact on the utility value are considered minor.

5.5. Worldline's delivery times for the cards and packaging are indicative.

5.6. The Merchant guarantees that they will not infringe the intellectual property rights of third parties.

6. ADMINISTRATIVE AND TECHNICAL ASSISTANCE

6.1. The Scheme Owner can contact Worldline's Customer Care for technical and administrative assistance.

6.2. Merchants or points of sale that are not Scheme Owners must contact their terminal provider for technical problems with the payment terminal. For administrative queries, they must contact the Scheme Owner, who can contact Worldline's Customer Care helpdesk.

7. DEFINITIONS

Closed Loop Payment System: a combination of hardware and software with which a defined group of users can carry out Gift Card transactions at a limited number of points of sale that are controlled by

(or in close contractual relation with) the Scheme Owner, using specifically provided cards for this purpose.

Gift Card transaction: the establishment of a connection between a payment terminal and Worldline's central Gift, Loyalty & Prepaid transaction database for the purpose of transactions with the cards.

Model: a reserved maximum number of card numbers ("Card Range"), which can be issued within a Scheme.

Scheme: a Closed Loop Payment System in which a Scheme Owner, based on the chosen Model, can issue, top up, and deduct value from a number of cards at the points of sale and on the payment terminals determined by them.

Scheme Owner: the administrative and financial manager of the Scheme, responsible for the Scheme. Unless explicitly stated otherwise in the Contract Module, the Merchant will be the Scheme Owner.

Portal: the website accessible to the Scheme Owner with a login and password, where data relating to the Scheme and the cards can be obtained and partially modified.