

Special Conditions Wero

1. GENERAL

1.1. These Special Conditions define the rights and obligations of the parties with regard to Wero payment mean ("Wero").

1.2. These Special Conditions form an integral part of the Contract and are supplementary 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. In case of contradiction, these Special Conditions shall prevail.

2. DESCRIPTION

2.1. Wero is an account-to-account payment solution offering instant payment and payment initiation services. It is developed and launched by the European Payment Initiative Company SE ("EPI" or "the Payment Scheme"). Wero enables Cardholders to make online and in-store payments directly from their bank account or through the Wero application.

2.2 Worldline provides Wero under its EPI associate member license. Worldline reserves the right to transfer the provision of Wero to another licensed Member of the Worldline Group at its discretion. Such transfer shall not adversely affect the continuity of the Wero payment mean.

3. CONFIDENTIALITY

3.1 "Confidential Information" means all information received by a Party or any of its Affiliates (the "Recipient") from the other party or any of its Affiliates (the "Discloser"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including but not limited to, the Contract and any negotiations, discussions or agreements entered into pursuant to it, leads and methods of obtaining new business, business/sales/marketing plans, customer/supplier information, user manuals and guides, pricing (in particular the pricing set forth in the Contract, sales figures, margins, research, projects, analysis, source code, trade secrets and any other proprietary or confidential technical, strategies, process, know-how, financial or commercial information. "Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control" (as used in the preceding sentence) means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

Confidential Information does not include information that: (i) is at the time of disclosure, or later becomes, part of the public domain through no fault of the Recipient; (ii) is received by the Recipient from a third party who has no obligation of confidentiality towards the Discloser; or (iii) is already known to the Recipient or is developed independently by the Recipient. If, regarding information under (ii), the Recipient becomes aware at any time that the source was not entitled to disclose the information, then such information shall be deemed Confidential Information from that time forward.

3.2 The Recipient shall not use or disclose any Confidential Information of the Discloser except as necessary for the performance of its obligations hereunder or with the Discloser's prior written consent. The Recipient shall not disclose or otherwise make available any Confidential Information of the Discloser to anyone except those of its employees, agents and attorneys, who need to know the Confidential Information for the performance of its obligations under this agreement and who have previously agreed to be bound by confidentiality obligations no less stringent than those in this Framework Contract.

Each Party shall safeguard all Confidential Information of the other Party with at least the same degree of care (but no less than reasonable care) as it uses to safeguard its own Confidential Information of like kind. The Recipient's confidentiality obligations shall remain in effect (a) in the case of Confidential Information which constitutes a trade secret within the meaning of the Applicable Law, for as long as such Confidential Information remains a trade secret, or (b) for five (5) years from the date it first received such Confidential Information hereunder.

3.3 If Recipient is compelled by law to disclose Confidential Information of the Discloser, it shall provide the Discloser with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Discloser's cost, if the Discloser wishes to contest the disclosure. The Recipient shall make reasonable efforts to limit any such disclosure, to the extent required, and to obtain confidentiality protection to the extent reasonably practicable.

3.4 As between the Parties, the Discloser shall be the sole and exclusive owner of all its Confidential Information and no license or other rights to the Confidential Information are granted or implied hereby.

3.5 Except in case of archival/back-up files or as required by law, upon written request from the

Discloser, the Recipient must immediately cease using Confidential Information and return or destroy all copies within thirty (30) days.

4. AUDIT RIGHTS

4.1 To ensure compliance with the Payment Scheme Rules, the Payment Scheme may audit Worldline or the Merchant, either directly or via a third party, at their respective premises.

4.2 If the Payment Scheme performs the audit at Worldline's premises, the Merchant pays the audit costs if the audit follows reasonable suspicion of a Payment Scheme Rule violation by the Merchant, provided the Merchant fails to cooperate or submit an approved remediation plan within the established timeframes (30) calendar days to respond, 15 calendar days for plan approval). If the audit proves the Merchant is compliant, the Payment Scheme shall reimburse for reasonable, documented costs. For all other cases the Payment Scheme shall pay the costs. However, if the audit confirms the Merchant's non-compliance, the Merchant must reimburse for reasonable, documented costs invoiced to Worldline by the Payment Scheme.

The Merchant must fully cooperate with all audits or investigations performed by the Payment Scheme either at Worldline's or the Merchant's premises. This includes providing access to premises, logs, records, and reports relevant to the audit scope.

4.3 The Payment Scheme may perform an audit at the Merchant's premises to ensure compliance with the Payment Scheme Rules. The costs of the audit shall be borne in accordance with clause 4.1.

4.4 Audit results remain confidential and will not be disclosed.

5. INTELLECTUAL PROPERTY RIGHTS

5.1 The Payment Scheme retains full ownership of its intellectual property rights, including all products, services, specifications, and marks. No intellectual property rights are assigned to Worldline or third parties unless explicitly stated in the Payment Scheme Rules.

5.2 Worldline grants to the Merchant a non-exclusive, revocable, non-transferable, and limited to the country or countries where the Merchant operates, sub-license for the use of the Payment Scheme trademarks, under the following additional restrictions:

- i. To be used solely to indicate that the Merchant accepts Wero.
- ii. No additional rights or titles are granted to the Merchant.
- iii. The Payment Scheme's trademarks (including the name 'Wero' and the logos) shall never be degraded, altered, or devalued.
- iv. In no case the Merchant shall contest the Payment Scheme's ownership.
- v. The Merchant must immediately cease all use of the Payment Scheme's trademarks upon Worldline's written request.

5.3 The Merchant must clearly display the Payment Scheme trademarks. To ensure consistency, the Payment Scheme trademark must be treated with the same visibility as other accepted Payment Methods, including parity in size, color, and placement.

Worldline will provide the Merchant with all necessary materials to ensure the correct display of trademarks, whether in physical environments or digital interfaces. The Merchant is responsible for implementing these materials according to Worldline's instructions.

6. CHANGES

6.1 The Merchant shall indemnify and hold Worldline harmless from any claim (including reasonable legal fees) brought against Worldline by the Payment Scheme as a result of the Merchant's breach of the terms of the Contract (including this Specific Terms), Applicable Laws and/or the Payment Scheme Rules applying to Wero.

6.2 Furthermore, Worldline reserves the right at any time to require immediate payment of sums (or set off sums) in case of any Fine due by the Merchant in case of a non-compliance by the Merchant with the Contract and these Special Conditions.

7. FORCE MAJEURE

7.1 Neither party is liable for failure or delay in performing its obligations under the Contract (including these Special Conditions) due to circumstances beyond its reasonable control ("Force Majeure"). This includes, but is not limited to, acts of God, criminal action – such as, for example, terrorist acts-, fire, flood and unavailability of energy supplies caused by events, such as, for example, floods, fires, earthquakes, terrorism etc.

7.2 The Parties must promptly meet to assess the impact of the Force Majeure event and determine alternative solutions. Once the event concludes, the affected Party must immediately reinstate the performance of all its obligations.

8. TERMINATION

8.1 Worldline may update its supported Payment Methods or currencies at any time. If Worldline decides –or is instructed by the Acquirer or Payment Scheme– to discontinue support for Wero, it will Notify the Merchant immediately, without liability

for compensation. In such a case, the Merchant shall immediately:

- i. contact the Payment Scheme to secure a new service provider for Wero.
- ii. finalize all pending Transactions and manage any disputes.
- iii. ensure the balance is positive before Wero is discontinued as Notified by Worldline.
- iv. cease using all Payment Scheme trademarks related to Wero, except when necessary to resolve pending Transactions and disputes.

9. SECURITY, ANTI-MONEY LAUNDERING AND FRAUD

9.1 Merchants must implement security measures that align with Industry Best Practices and the technical requirements provided by Worldline.

9.2 Where a Merchant outsources any part of its obligations under the Contract and these Special Conditions, the Merchant must ensure that its service providers comply with all applicable security standards and regulatory outsourcing guidelines.

9.3 The Merchant is directly responsible for full compliance with all applicable European and domestic Anti-Money Laundering and Counter-Terrorist Financing (AML/CFT), anti-bribery and fraud, laws and regulations.

9.4 In addition to implementing fraud prevention tools, the Merchant must comply with the following requirements:

9.4.1 Fraud Reporting

The Merchant must report any suspected or confirmed fraudulent Transactions to Worldline immediately upon discovery.

Reports must be submitted via Worldline's designated channels and shall include all necessary Transaction details to facilitate further investigation. Worldline may require the Merchant to upgrade its fraud controls if reporting indicates a need for improvement.

Failure to maintain adequate security or reporting standards may result in the suspension of the provision of Wero.

9.4.2 Monitoring and system integrity

The Merchant acknowledges that Worldline will use Transaction and fraud data to improve its monitoring systems and detect emerging threats.

10. INCIDENT MANAGEMENT

10.1 Should the Merchant suspect or identify a technical incident involving the Service or Wero, the Merchant must notify Worldline within one (1) hour. This report must be comprehensive, providing all information necessary for Worldline to assess the situation and take corrective action.

11. DATA PROTECTION SPECIAL CONDITIONS

11.1 Data Protection roles

The Merchant acknowledges and agrees that when it activates Wero, the following roles relating to the Processing of Wero Data shall apply:

11.1.1. The Merchant acts as an independent Data Controller for the Wero Data it collects from the Data Subject and processes in connection with Wero.

11.1.2. Worldline acts as an independent Data Controller when providing its Acquiring and/or Collecting Services to the Merchant, as further defined in the applicable Merchant Processing Terms and Worldline Merchant Services Privacy Notice.

11.1.3. EPI acts as an independent Data Controller for its own purposes as the Payment Scheme for Wero.

11.2 Use of Wero Data

11.2.1. Worldline's Processing

The Merchant acknowledges that Worldline will process Wero Data as described in the applicable Merchant Services Processing Terms, Service Conditions and the Worldline Merchant Services [Privacy Notice](#).

11.2.2. Merchant's Obligations Regarding Use of Wero Data

In accordance with the Wero Payment Scheme Rules, the Merchant represents and warrants that it shall process Wero Data solely for the following specified purposes:

Performance of the Transaction: To process the Transaction initiated by the Data Subject.

Compliance with regulatory obligations: including, without limitation, Transaction monitoring, Transaction screening (including but not limited to sanctions screening and anti-money laundering checks), and reporting to competent supervisory, regulatory, or law enforcement authorities, as required under applicable European Union and national laws and regulations;

Fraud prevention: including, without limitation, fraud detection, fraud scoring, and the implementation of security measures designed to protect payment service users and to ensure the integrity and security of Wero Payment Method Transactions, in accordance with Applicable Laws and regulations; and

Internal reporting and statistics: including, without limitation, the compilation of aggregated and, where appropriate, anonymized or pseudonymized data for the purposes of internal risk management, performance monitoring, business intelligence, and statistical reporting.

The Merchant expressly warrants that it will not use Wero Data for any other purpose, including, without limitation, marketing, advertising, or credit scoring. Any breach of this clause shall be considered a material breach of the Contract and these Special Conditions.

11.3 Transparency obligations

The Merchant is responsible for ensuring that Data Subjects are informed about the Processing of their Personal Data regarding Wero. To this end, the Merchant shall make the EPI Privacy Notice(s) available to Data Subjects at or before the point of

payment initiation. The relevant notices are available at:

Payment Scheme Privacy Notice: <https://wero-wallet.eu/storage/files/Privacy-policy-Wero-Web-site-EN-vAM20260528-clean.pdf>

Wero Payment Method App Privacy Notice <https://static.weropay.eu/legal/v2/wero-pp-en.pdf>

11.4 Disclosure to authorities. Wero Data sharing

11.4.1. The Merchant acknowledges that Worldline and/or the Payment Scheme may be independently required to disclose Wero Data to public authorities, government agencies, or judicial authorities when required by law or legal process, or when such disclosure is necessary to prevent harm or financial loss, in connection with investigations of suspected or actual fraudulent or illegal activity, or for the establishment, exercise, or defence of legal claims.

11.4.2. The Merchant acknowledges that Worldline may share Personal Data, including Wero Data, directly with EPI in response to regulatory inquiries or as required to comply with the Payment Scheme Rules, in accordance with applicable Data Protection Laws.

11.4.3. Should the Merchant be required by the Payment Scheme to share Personal Data directly, the Merchant warrants that it will cooperate fully with such requests.

11.5 Merchant's responsibility and liability

The Merchant is solely responsible for its own compliance with Data Protection Laws in its capacity as a Data Controller. The Merchant shall indemnify, defend, and hold harmless Worldline from and against any and all claims, regulatory fines, liabilities, losses, and damages (including reasonable legal fees) arising directly or indirectly from the Merchant's breach of its obligations under these Special Conditions or the Payment Scheme Rules, including any unauthorized use of Wero Data.

11.6 Worldline's responsibility regarding Wero

For the avoidance of doubt, Worldline makes no representations or warranties regarding the Payment Scheme's own Processing activities or its compliance with Data Protection Laws. Worldline shall not be liable for any claims, fines, or losses arising from any act, omission, or data breach by the Payment Scheme in its capacity as an independent Data Controller.

12. PROHIBITED AND ILLEGAL MERCHANT PRODUCTS/SERVICES

12.1. To maintain access to Wero, the Merchant agrees to the following standards:

12.2. The Merchant must ensure that all Merchant products/services sold are lawful in both the country where the Merchant is registered and the country from where they are shipped or provided.

12.3. The use of Wero for the sale of or, in association with illegal content, is strictly prohibited. This includes, but is not limited to:

- Child sexual abuse material.
- Non-consensual sexual acts.
- Bestiality or non-consensual mutilation.

12.4. Regulated and controlled goods:

- The sale of prescription drugs, recreational drugs, or any other prohibited substances is strictly forbidden unless the Merchant has obtained all necessary local legal authorizations.

The Merchant is required to implement and enforce robust age-verification processes to ensure that age-restricted goods are sold only to customers who meet the legal age requirements.

Failure to comply with these requirements constitutes a material breach of the Contract and these Special Conditions and will result in the immediate suspension or termination of your access to Wero.

13. SPECIFIC MERCHANT'S OBLIGATIONS

13.1 To use Wero, the Merchant agrees to the following contractual requirements:

The Merchant must always comply with all applicable European and local laws and regulations.

The Merchant shall comply with the following obligations as imposed by the Payment Scheme, specifically regarding:

- Correct display and use of the Payment Scheme trademarks.
- Maintaining security standards, including those for any third-party providers to whom the Merchant outsources payment activities.

13.2 The Merchant acknowledges that Worldline may terminate the Merchant's access to Wero immediately if instructed to do so by the Payment Scheme.

13.3 If the Merchant's business is established outside the European Union, the Merchant must adhere to European standards and regulations - including Payment Services Directive 2/Strong Customer Authentication (SCA), the General Data Protection Regulation, the Interchange Fee Regulation, and consumer protection regulations - regardless of whether these laws otherwise apply to the Merchant's jurisdiction. Failure to meet these standards and regulations will result in the immediate termination of Wero Payment Method, in accordance with the Termination Modalities.

13.4 The Merchant acknowledges that Worldline will disclose all charges related to Wero unless the Merchant instructs Worldline otherwise in writing.

14. OPERATIONAL REQUIREMENTS AND PRICING MODELS FOR THE USE OF WERO

14.1 To ensure continued access to Wero, the Merchant must adhere to the following:

14.1.1 The Merchant must maintain Chargeback and fraud rates within the limits established by the Payment Scheme. If the Merchant exceeds these thresholds, Worldline may:

- Apply any fees and administrative costs resulting from the breach.
- Pass through any Fines or fees levied by the Payment Scheme against Worldline.
- Defer Settlement of Wero Payment Method related Transactions for the duration of the maximum Chargeback or dispute period.
- Suspend or terminate the provision of Wero with immediate effect.

14.1.2 Transaction Processing

- Authorization: The Merchant acknowledges that an authorization is confirmed only once Worldline verifies receipt of funds from the Issuer.
- Refunds: Worldline will execute Refunds via instant payment. All Refund requests must mirror the original transaction details (e.g., bank account number, currency).

14.1.3 Dispute Management

The Merchant must resolve disputes according to the Contract and these Special Conditions.

In the event of a pre-dispute initiated by a Cardholder, the Merchant must accept or reject (with supporting documentation) within the specified timeframe. Failure to respond constitutes implied rejection. If accepted, the Merchant must issue a Refund within five (5) calendar days. If rejected or unanswered within seven (7) calendar days, the Cardholder may escalate to a formal Chargeback.

The Merchant must utilize the dedicated Wero Payment Method portal made available by the Payment Scheme for all disputes case-related communications. For that purpose, the Merchant must provide the contact details of its dispute support team (i.e. name, email and phone number). These contact details will be used to process any pre-dispute request through Wero portal.

14.1.4 Worldline offers three transaction models for Wero Payment Method, each with specific pricing:

- Basic: Direct Sale (Single immediate payments) and refunds.
- Standard: Deferred capture, subscriptions, usage-dependent (EV charging), instalments, no-shows, and deposits.

- Advanced: One-Click (Cardholder present) and Merchant Initiated Transactions (Cardholder not-present) for future payments.

14.2 Transactions between Merchants and Cardholders located in the same country are considered as domestic Transactions. Domestic Basic Transactions are subject to a maximum fee for entities registered in Belgium and the Netherlands.

15. DEFINITIONS

Definitions are set out in the General Conditions, in the Service Conditions Acquiring or in the applicable Merchant Services Processing Terms.

Additionally, the following defined terms are used in these Service Conditions: For the purposes of these Special Conditions, the following terms shall have the meanings set out below.

Wero Data means any Personal Data, including Transaction data and data related to the payment

instrument, that is Processed in connection with a Transaction initiated using Wero.

EPI Privacy Notice(s) means the privacy notices provided by the Payment Scheme describing its processing activities, available at the URLs specified in clause 11.3 of these Special Conditions.