

General Business Conditions for Payment Terminals

Version 01.2023 (CHE)

1	Scope of application	8.3	Services for the maintenance of operation (System operation – Hotline – Transaction log – Provision of software updates)
2	Prices, taxes and payment modalities	8.4	Services for the rectification of faults (General – Rectifying faults through send-in repair – Rectifying faults on-site within 24 hours – Rectifying faults on-site within 5 hours)
2.1	Prices	8.5	Change of location
2.2	Taxes	8.6	Rectifying software faults (cCredit)
2.3	Invoicing (Form – Purchase price – Rental fees – Short-term and seasonal rentals – Service fees – Usage fees)	9	Additional services
2.4	Payment (General – Payment by direct debit – Payment by offsetting)	9.1	SIM cards
2.5	Default of payment	9.2	Interface software
3	Delivery	10	Processing of personal data
3.1	General	11	Liability
3.2	Delivery dates and delay in delivery	11.1	General
3.3	Checking of terminals	11.2	Rental terminals in particular
4	Special provisions for purchased terminals	12	Notifications
4.1	Reservation of title	13	Modifications and additions to the Contract Modules, incl. fees
4.2	Default of acceptance	14	Coming into force, duration and termination
4.3	Warranty	14.1	Coming into force
5	Special provisions for rental terminals	14.2	Duration
6	Rights of use and copyrights	14.3	Ordinary termination
7	Obligations of the Merchant	14.4	Extraordinary termination
7.1	Infrastructure of the Merchant (General – Additional provisions for the operation of cCredit – Technical security precautions against misuse)	14.5	Consequences of contract termination (General – Return of rented terminals and SIM cards – Deletion of software)
7.2	Execution of software updates	15	Confidentiality
7.3	Permanent deactivation and disposal of terminals	16	Concluding provisions
7.4	Changes on the part of the Merchant	16.1	Assignment prohibition
8	Services	16.2	Involvement of third parties/assignment to Group companies
8.1	General	16.3	Severability clause
8.2	Services for the entry into operation (Activation of the terminals – Entry into operation on-site)	16.4	Applicable law and place of jurisdiction

1 Scope of application

These General business conditions (hereinafter "GBC") shall apply with respect to the products and services related to the purchase, rental and operation of attended and unattended payment terminals including accessories (hereinafter "terminals") agreed between the Merchant and Worldline Switzerland Ltd. (hereinafter "Worldline") in the modules for payment terminals, e.g. "Payment terminals at the point of sale" (hereinafter individually "Contract Module" or collectively "Contract Modules").

These GBC form an integral part of the Contract Modules concluded. The Contract Modules concluded form an integral part of the "Framework agreement for cashless payments" (hereinafter "Framework Agreement") concluded between the Merchant and Worldline.

2 Prices, taxes and payment modalities

2.1 Prices

For the products and services of Worldline the prices and fees agreed in the Contract Modules shall apply.

2.2 Taxes

The prices and fees specified in the Contract Modules for products and services of Worldline are, unless otherwise specified, exclusive of VAT, withholding taxes and other duties. All taxes and duties which under the legislation of the Merchant's country are due or could in future become due with respect to the services to be rendered by Worldline within the scope of the Contract Modules shall be borne by the Merchant. In all cases, the Merchant is obliged to adhere to the provisions applicable in its country in relation to indirect taxes, withholding taxes and any other duties. The Merchant shall fully indemnify Worldline against any claims derived therefrom by third parties against Worldline.

2.3 Invoicing

2.3.1 Form

Invoices are submitted to the Merchant in hard copy or made available or accessible electronically (e.g. via e-mail or via a platform provided by Worldline within the scope of a service or as an e-bill or similar). Fees will be charged to the Merchant for invoices in paper form (paper invoices).

2.3.2 Purchase price

Unless otherwise agreed, the Merchant shall be invoiced the purchase price following delivery of the terminals.

2.3.3 Rental fees

Unless otherwise agreed, the rental fees shall be invoiced on a monthly basis in advance, for the first time for the month following delivery of the terminals.

2.3.4 Short-term and seasonal rentals

If the terminals are rented within the scope of a short-term or seasonal rental from the 21st day of a month, the rental fee shall be charged for the first time for the month following delivery. If the terminals are returned by the 5th day of a month (decisive is the arrival at Worldline) no fees shall be charged for this month. In any case, however, the rental fees shall be invoiced for the agreed minimum contract duration.

2.3.5 Service fees

Unless otherwise agreed, recurring service fees shall be invoiced on an annual basis in advance (purchased terminals) or on a monthly basis in advance in conjunction with the rental fees (rented terminals).

Services relating to the entry into operation shall be invoiced to the Merchant immediately after such service has been provided.

In the event of a terminal being exchanged, any service fees already paid shall be offset against the new fee agreement on a pro rata basis. In the event of termination by the Merchant, there shall be no entitlement to any reimbursement of fees already paid.

2.3.6 Usage fees

Unless otherwise agreed, the recurring fees owed for the use of cCredit shall be invoiced on an annual basis in advance from the month following delivery of the terminals.

Unless otherwise agreed, the fees owed for the use of an interface software, pursuant to section 9.2, shall be invoiced following delivery of the interface software respectively, in the event of recurring fees, from the month following its delivery.

In the event of termination by the Merchant, there shall be no entitlement to any reimbursement of fees already paid.

2.4 Payment

2.4.1 General

The modality of payment agreed in the Contract Module shall apply. The term of payment is 30 days after the invoice date; upon its expiration the Merchant shall fall into arrears without further notice.

Worldline shall be entitled to demand an advance or prepayment, the modality of which shall be agreed separately.

The Merchant's claims vis-à-vis Worldline may only be offset with prior written approval of the latter. Worldline is entitled at any time to offset its claims vis-à-vis the Merchant.

2.4.2 Payment by direct debit

If paying with direct debit, the Merchant shall provide Worldline with the corresponding authorization. If, at the time of collection, the Merchant's account has insufficient funds and a chargeback procedure is initiated, the Merchant shall fall into arrears without notice from the date of the chargeback.

2.4.3 Payment by offsetting

For payments by offsetting, Worldline shall be entitled to offset any claims due from the Contract Modules (in particular rental and service fees) with the reimbursements arising out of the fulfillment of contract modules for the acceptance of cashless means of payment. Worldline shall notify the Merchant of the offsetting date on the invoice issued and account for the offsetting on the reimbursement notice.

2.5 Default of payment

In the event of the Merchant falling into arrears, Worldline shall be entitled to charge default interest at the rate of 10% p.a. on the invoice amount and charge all costs for dunning and debt collection to the Merchant.

In the event of late payment and following expiry of the first reminder period, Worldline shall be entitled to offsetting in accordance with section 2.4.3 and it also reserves the right not to carry out repair work on defective terminals, not to deliver any material, to discontinue the rendering of services or to deactivate the terminals affected by the payment default after a third reminder period has expired. The costs for the restoration of services shall be borne by the Merchant.

3 Delivery

3.1 General

Worldline shall be responsible for delivering the terminals to the location specified in the Contract Module. The risk relating to the damage or loss of the terminals shall be transferred to the Merchant upon receipt of the terminals.

3.2 Delivery dates and delay in delivery

Any delivery dates specified in the Contract Module are only indicative and are not binding.

In the event of a delay in delivery, Worldline shall notify the Merchant immediately. If the terminals, as a result of a fault of Worldline, are not delivered within three months of the delivery date agreed, the Merchant may withdraw from the Contract Module affected.

Worldline declines any liability in relation to delays in delivery attributable to terminal manufacturers or other third parties.

3.3 Checking of terminals

The Merchant shall check the delivered terminals with respect to their functional capability and condition within 10 days of receipt and shall notify Worldline in writing of any defects identified within this period. If no defects are reported within this period, the terminals shall be deemed to have been accepted in the condition contractually agreed.

4 Special provisions for purchased terminals

4.1 Reservation of title

Until the purchase price has been paid in full, the terminals shall remain the property of Worldline. Until this time, the Merchant may not transfer the terminals to third parties or otherwise alienate or pledge them.

4.2 Default of acceptance

The Merchant shall take possession of any purchased terminals within 3 months of the Contract Module being concluded. If the Merchant defaults on acceptance, Worldline may either

- demand fulfillment and claim compensation from the Merchant on the grounds of delay; or
- withdraw from the Contract Module and claim from the Merchant 25% of the sales price of the terminals as a penalty for breach of contract as well as invoice the Merchant for any services already rendered at cost.

4.3 Warranty

The Merchant shall notify Worldline in writing within 10 days of any defects resulting from material or manufacturing errors, including any defect regarding the terminal software, that occur within 12 months of delivery. Worldline shall rectify any such defects, or if Worldline prefers, provide a replacement.

Defects shall be rectified exclusively on the premises of Worldline. The Merchant shall bear the costs for sending the defective terminals to Worldline. The Merchant shall take all necessary precautions so that the terminals do not suffer any additional damage while being transported to Worldline. Parts exchanged and parts withdrawn shall become the property of Worldline. Withdrawal from the Contract Module or price reductions are excluded.

This warranty is limited to a period of 12 months from delivery and shall not apply to the extent of the defects being caused by a fault of the Merchant, for example by improperly installing, incorrectly using or by opening the terminals as well as by making repairs or modifications to the terminals independently. Likewise, for purchased terminals that were previously rented by the Merchant, the warranty is excluded.

5 Special provisions for rental terminals

During the term of the rental, Worldline shall provide the Merchant with fully functioning, technologically up-to-date terminals that comply with the applicable technical security standards. Worldline reserves the right to replace a rented terminal with another, equivalent terminal at any time.

The terminals may only be used for their intended purpose. The Merchant shall treat the terminals with the appropriate level of care and use them in line with Worldline' operating instructions.

The Merchant shall obtain written consent from Worldline prior to connecting additional devices or changing a terminal's location.

Rented terminals shall remain the property of Worldline at all times. Transferring the terminals to third parties and subleasing require prior written consent from Worldline. In these cases, the Merchant shall continue to be liable for any misuse or damage.

6 Rights of use and copyrights

During the term of the contract, Worldline grants the Merchant a non-exclusive right to use terminal software, interface software and app (hereinafter collectively "software"). The usage right may be transferred to affiliated companies of the Merchant or to third parties only with prior written consent from Worldline.

All components of the software are protected by copyright and may only be used as intended. The Merchant may copy the software provided for backup and archiving purposes only. Any other copying or alteration as well as any tampering with the software is prohibited.

If the provisions of this section are infringed against, all usage rights shall expire.

7 Obligations of the Merchant

7.1 Infrastructure of the Merchant

7.1.1 General

The Merchant shall be completely responsible for obtaining, operating and maintaining an infrastructure that is suitable for the operation of terminals as well as for taking the technical security measures to prevent any misuse of the infrastructure. All costs resulting from changes to the infrastructure shall be borne by the Merchant.

The Merchant shall ensure that all installations, in particular power and network connections as well as telecommunications equipment, function flawlessly, comply with the requirements of Worldline applicable at the time of conclusion of the Contract Module and have been put in place before the agreed date of the entry into operation. If the preparatory work is incomplete or is not carried out properly, all costs incurred as a result of this shall be borne by the Merchant.

7.1.2 Additional provisions for the operation of cCredit

The infrastructure comprises cash register systems, telecommunications equipment as well as measures for virus protection (e.g. firewalls) and data backups. Only terminals that have been certified in accordance with the applicable PCI standard and the requirements set forth by the licensors may be used. Worldline decides whether the Merchant's infrastructure is suitable for the operation of cCredit.

The Merchant is obliged to provide Worldline with a complete description of the infrastructure and the configuration of cCredit and to notify Worldline of any changes to the infrastructure and/or the configuration 2 months in advance.

The Merchant is obliged to keep available a backup copy of all data used or obtained in connection with the use of cCredit in machine-readable form in order to enable, should need arise, a reconstruction of lost data.

7.1.3 Technical security precautions against misuse

The Merchant shall train its personnel in the correct handling and use of the terminals at adequate intervals, in particular upon their entry into operation. In addition the Merchant is obliged to ensure through appropriate

measures that no unauthorized third parties are able to access the terminals and that it is not possible for the terminals to be manipulated. This, in particular, to prevent

- improper entries on the terminals that result in a transaction being settled; or
- manipulations on the terminals using devices (skimming devices) to read card data and/or visually record a PIN code being entered by the cardholder.

The Merchant shall carry out a visual inspection on a daily basis to ensure that no skimming devices have been attached to the terminals. In exceptional cases, e.g. if there is a significant rise in terminal manipulations discovered generally in the market or at the Merchant, Worldline reserves the right to require the Merchant to increase the frequency of visual inspections.

For mPOS terminals the measures to adopt include in particular the password protection for the mobile end device as well as the diligent handling of the personal login credentials (hereinafter "login credentials") for the use of the mPOS services. The Merchant is responsible for ensuring that the login credentials are adequately protected against access by unauthorized third parties. Furthermore, the passwords shall be changed on a regular basis. Any party that identifies itself to Worldline using the login credentials, shall be considered as having been authorized by the Merchant to use the mPOS services. Worldline only verifies the login credentials; no further authentication is carried out. The Merchant shall be liable for any actions taken by third parties using the login credentials as it is for its own actions. If suspicious or unknown devices are found installed on the terminals or if there are grounds to suspect that an unauthorized third party has gained knowledge of the login credentials, Worldline shall be notified by the Merchant without delay. In such cases, effective immediately, no further payments may be executed using the terminals affected.

7.2 Execution of software updates

In order to ensure the receipt of software updates, the Merchant shall ensure that they are connected to a power supply 24 hours a day and have open communication connections. It is to be noted that software updates cannot be received by the terminals during the operating mode of executing transactions.

In order to warrant a smooth operation as well as compliance with the security requirements, the execution of the software updates on the part of the Merchant within the time limits set by Worldline is mandatory. Non-compliance with this obligation entitles Worldline to discontinue the rendering of services.

Worldline reserves the right to modify the software at its own discretion or to carry out maintenance work. If these entail modifications to the infrastructure, the Merchant shall implement these in accordance with the instructions from Worldline at its own cost.

7.3 Permanent deactivation and disposal of terminals

For technical security reasons, terminals reported as stolen shall be permanently deactivated by Worldline. The terminals shall be permanently deactivated upon written request from the Merchant; such a request cannot be subsequently withdrawn.

Terminals that are no longer used or have been deactivated shall be returned to Worldline to be disposed of properly.

7.4 Changes on the part of the Merchant

Changes on the part of the Merchant (e.g. regarding its legal form, address, terminal location) shall be immediately communicated by the Merchant to Worldline in writing. Worldline is entitled to invoice the Merchant for the expenses associated with changes.

8 Services

8.1 General

The merchant is obliged to conclude corresponding service packages in the Contract Module for both, entry into operation and operation maintenance of the terminal. The service obligation shall also apply to any terminals held in the inventory of the Merchant as replacement devices. The service obligation does not apply to mPOS terminals if a fee-based hotline is available instead. The operating hours for the rendering of services are specified in the service overview. The current version is available at [Worldline.com/merchant-services/download](https://www.worldline.com/merchant-services/download).

8.2 Services for the entry into operation

8.2.1 Activation of the terminals

(all service packages, short-term and seasonal rentals, mPOS terminals)

Worldline shall carry out all the configurations in the systems required for the operation of the terminals. Additional services within the context of the entry into operation are rendered as agreed in the Contract Module.

8.2.2 Entry into operation on-site

(service package "On-Site")

Worldline installs the terminals at the location specified in the Contract Module. The terminals shall be installed following prior appointment. The on-site installation includes instructions relating to the use of the terminal and all its functions.

The Merchant shall ensure that access to the infrastructure is granted to the service staff of Worldline and that the persons to be instructed are present. If these requirements are not met, all resulting costs shall be borne by the Merchant.

8.3 Services for the maintenance of operation

(all service packages, short-term and seasonal rentals, mPOS terminals)

8.3.1 System operation

Worldline ensures the connection of the terminals to the international payment systems.

8.3.2 Hotline

Worldline offers telephone support during the hours and in the languages specified in the service overview. The hotline assists the Merchant in respect of terminal operation and remedy of technical disruptions.

8.3.3 Transaction log

Worldline shall provide the Merchant with access to the electronic journal, which shows the transactions carried out on the previous day on a daily basis. Worldline provides no warranty for the accuracy of data from third-party acquirers.

8.3.4 Provision of software updates

Worldline regularly provides updates of the software.

8.4 Services for the rectification of faults

(not available for all terminals)

8.4.1 General

Worldline rectifies malfunctions and defects on the terminals during the term of the contract within the scope of the agreed service packages.

Malfunctions or defects must be reported to Worldline via the hotline without delay.

In the event of rectifications of faults and maintenance services carried out on-site, the Merchant shall ensure that the terminals as well as the premises where the terminals are located and the infrastructure can be accessed by the service staff. For terminals integrated into vending machines, a person authorized by the Merchant shall also be present. If these requirements are not met, all resulting costs shall be borne by the Merchant.

Worldline shall decide at its sole discretion whether defective parts can be exchanged or whether the terminal has to be replaced. Likewise, it shall decide whether a software version in use must be replaced or whether a workaround (a solution intended, in the event of a malfunction, to maintain the continuity of operation of the software) is deployed.

The following services are not covered by the service packages and shall be invoiced to the Merchant on a time and material basis (in accordance with a separate price list):

- Repairing damage caused by malfunctions of the infrastructure;
- Repairing damage or malfunctions attributable to force majeure or improper use by the Merchant or third parties involved by it;
- Replacing and repairing consumables (e.g. rechargeable batteries);
- Preparation of analyses revealing that a damage or malfunction is attributable to services provided by third parties involved by the Merchant.

8.4.2 Rectifying faults through send-in repair

(service packages "Comfort", "basic+")

The Merchant sends defective terminals by post to Worldline to be repaired. The Merchant shall bear the costs for the transport to Worldline. The Merchant shall take all necessary precautions so that the terminals do not suffer any additional damage while being transported to Worldline. The faults shall generally be rectified on the day the terminals are received by Worldline or on the following working day. After rectifying the faults, Worldline shall return the terminals to the Merchant by post.

8.4.3 Rectifying faults on-site within 24 hours

(service package "Pro", short-term and seasonal rentals)

The faults shall be rectified on-site from Monday to Saturday within 24 hours of the fault being reported to the hotline during the operating hours specified in the service overview.

8.4.4 Rectifying faults on-site within 5 hours

(service packages "Pro+", "Top Account")

The faults shall be rectified on-site daily within 5 hours of the fault being reported to the hotline during the operating hours specified in the service overview.

8.5 Change of location

(service packages "Pro", "Pro+")

The above service packages include a change of location (moving the terminal to another location within the company) once a year. Additional relocations will be charged.

8.6 Rectifying software faults (cCredit)

(service package "basic+")

The Merchant immediately reports Worldline via e-mail any malfunctions and defects within the scope of cCredit. An incident report is deemed to be received as soon as all information required for rectification has been transmitted. Incident reports received outside of service hours are deemed to be received on the next service day at the beginning of the service time. The Merchant will support Worldline in the search for the cause of the malfunction. If required, the Merchant will isolate a malfunction through clarification with the network operator or acquirer concerned and provide Worldline with the result in writing. If the rectification of a malfunction requires cardholder data, this data shall be explicitly requested by Worldline. The requested cardholder data is to be transmitted to Worldline unchanged (encrypted).

The Merchant is obliged to immediately test proposals for rectification, in particular software updates, transmitted by Worldline and subsequently to give a feedback regarding the status of the malfunction.

9 Additional services

9.1 SIM cards

The Merchant shall be responsible for obtaining the SIM cards for the operation of mobile terminals. If the delivery is effected by Worldline, the SIM cards may be used exclusively in conjunction with the terminals for which they are intended and shall remain the property of Worldline at all times. If a new terminal is purchased or rented, the cost for the activation of the new SIM card must be borne by the Merchant.

Worldline shall be entitled to immediately deactivate the SIM cards with no prior warning in the event of misuse, suspected misuse, payment arrears or for security reasons. All costs for the reactivation of a SIM card blocked as a result of misuse or payment arrears shall be borne by the Merchant. Worldline also reserves the right to demand the return of the SIM cards from the Merchant or to deactivate them without specifying reasons subject to a notice period of 60 days.

9.2 Interface software

MPD (Multi Protocol Driver) and TIM (Till Integration Module) are multi-functional interface drivers (hereinafter "interface software") and are used to integrate terminals in cash register systems. In order to operate them, the Merchant shall pay a one-time or recurring user fee.

The Merchant shall be responsible for integrating the interface software. Worldline offers integration support to assist with this.

Worldline reserves the right to amend or extend the interface software from a technical perspective. In this respect, Worldline cannot offer any warranty regarding compatibility with the Merchant's cash register system.

10 Processing of personal data

The Merchant, as data controller, guarantees that any personal data processed by Worldline on its behalf for the purposes of these GBC is processed in accordance with the applicable legislation. The processing of personal data by Worldline, as data processor, when facilitating the transmission of the transaction data from the terminal to the Acquirer in order for the payment to be further processed, is elaborated in the Data Processing Terms (worldline.com/merchant-services/data-privacy).

11 Liability

11.1 General

Notwithstanding ancillary statutory provisions and unless explicitly regulated otherwise, the Merchant shall be liable, in particular, for damage that Worldline incurs as a result of the former, or third parties involved by it, failing to fulfill their obligations, notably in technical, organizational and administrative respects. In particular, Worldline is entitled to pass on to the Merchant any potential claims for damages resulting from a culpable breach of duty by the Merchant or by third parties involved by it. The Merchant shall fully indemnify Worldline in this respect and shall be liable for these claims and any additional case-related expenses.

Unless explicitly regulated otherwise, Worldline or third parties involved by it shall be liable in case of wilful misconduct or gross negligence in accordance with the statutory provisions. The liability of Worldline for slight negligence shall be fully excluded.

The liability of the Contracting Parties for culpable harm to life, body or health as well as the statutory product liability remain intact.

11.2 Rental terminals in particular

The Merchant shall be liable to Worldline for all damage caused to the terminals or for their loss. In the event of the terminals being lost or written off, the Merchant shall be invoiced the original price of the terminals (as per the sales price list of Worldline that applies at the time of the damage occurring) as well as a processing fee.

12 Notifications

All notifications shall be issued in writing unless another form has been explicitly agreed in the Contract Module. Written form also includes electronically transmitted messages (e.g. via e-mail or via a platform provided by Worldline within the scope of a service).

13 Modifications and additions to the Contract Modules, incl. fees

Modifications and additions to the Contract Modules, in particular the GBC and other integral parts, must be made in writing in order to take effect.

Worldline reserves the right at any time to modify or make additions to the Contract Modules, in particular the GBC and other integral parts as well as the fees and payment modalities. These modifications or additions shall be communicated in writing to the Merchant at least 30 days prior to their coming into force. If the Merchant does not communicate its refusal of the announced modifications or additions in writing and before the proposed effective date of the modifications or additions, this shall be deemed to represent acceptance of the modifications or additions.

14 Coming into force, duration and termination

14.1 Coming into force

In principle, the Contract Module comes into force upon being duly signed by the Merchant. If, however, the Contract Module explicitly foresees countersignature by Worldline, the Contract Module shall come into force upon being signed by the Contracting Parties. In the event of electronic conclusion of the contract, the Contract Module shall come into force once Worldline has sent confirmation of the order/activation to the Merchant.

14.2 Duration

The Contract Module is concluded for an indefinite duration, leastwise for any minimum contract duration agreed upon. Once the minimum contract duration has elapsed, the Contract Module shall be extended for an unlimited period, provided it has not been terminated by one of the Contracting Parties.

The Merchant's right to termination pursuant to section 13 and the right to immediate termination for good cause of the Contracting Parties, pursuant to section 14.4, remain reserved.

In the event of short-term and seasonal rentals, the Contract Module shall expire automatically, upon receipt of the rental terminals by Worldline, once the minimum contract duration has elapsed.

If the Merchant buys from Worldline the terminals that it had previously been renting, the existing Contract Module must be replaced by a new one.

14.3 Ordinary termination

The Contract Module may be terminated by registered mail as per the end of a month, subject to a notice period of 3 months, for the first time upon expiration of the minimum contract duration.

The following applies to cCredit: The Contract Module may be terminated by registered mail, subject to a notice period of 6 months, for the first time as per the end of the minimum contract duration, then as per the recurring date 12 months after the end of the minimum contract duration. If there is no minimum contract duration, the termination date is the annually recurring date on which the Merchant signed the Contract Module.

Notification of termination of one Contract Module does not cause the termination of the remaining Contract Modules. If no further Contract Modules exist, the termination of the last/sole Contract Module automatically results in the dissolution of the Framework Agreement.

14.4 Extraordinary termination

In the event of good cause, the Contracting Parties shall be entitled at any time to terminate the Contract Modules with immediate effect. In particular, good cause includes the following:

- serious or repeated breaches of the provisions of the Contract Module by either Contracting Party;
 - a significant change in the ownership structure and control of the Merchant;
 - the opening of insolvency proceedings over the assets of the Merchant.
- The extraordinary termination of contract modules for the acceptance of cashless means of payment authorizes Worldline to immediately terminate all existing Contract Modules. The immediate termination of all existing Contract Modules causes the Framework Agreement to be automatically rescinded.

14.5 Consequences of contract termination

14.5.1 General

The obligations arising out of sections 10 (Data processing and data transfer), 11 (Liability), 14.5 (Consequences of contract termination), 15 (Confidentiality), 16.1 (Assignment prohibition) and 16.4 (Applicable law and place of jurisdiction) shall remain in place following termination of a Contract Module; nonetheless the obligations arising out of sections 14.5.2 and 14.5.3 shall only remain in place until their fulfillment by the Merchant.

14.5.2 Return of rented terminals and SIM cards

Following termination of a Contract Module, the Merchant shall return the rented terminals and SIM cards, at its own expense, to a location specified by Worldline within 14 days. Until this occurs, the Merchant shall continue to owe rental and service fees becoming due, irrespective of the termination date. Damage to the terminals and SIM cards, or any losses thereof shall be invoiced to the Merchant.

14.5.3 Deletion of software (cCredit)

Following termination of the Contract Modules for the operation of cCredit, the Merchant shall, at its own expense, irretrievably delete from its infrastructure the software provided by Worldline, along with any copies made. This requirement also covers third parties involved by the Merchant. Until this occurs, the Merchant shall continue to owe any fees becoming due, irrespective of the date of termination.

15 Confidentiality

The Contracting Parties reciprocally undertake to keep confidential the agreed commercial conditions as well as all information, documentation, data and processing techniques – described or identifiable as being confidential and neither publicly nor generally accessible – that they become aware of in fulfilling the Contract Modules; they may only make these accessible to third parties with prior written consent from the other Contracting Party. This does not prevent any Contracting Party from disclosing confidential information insofar as it constitutes a performance of mandatory provisions of law.

16 Concluding provisions

16.1 Assignment prohibition

The Merchant may only assign any of the rights or duties it has vis-à-vis Worldline with prior written consent from Worldline.

16.2 Involvement of third parties/assignment to Group companies

Worldline reserves the right to transfer the fulfillment of its contractual obligations to third parties at any time, without having to inform the Merchant.

Worldline is entitled to assign the Contract Module to another Group company. In such a case, the Merchant is to be suitably notified.

16.3 Severability clause

Should a provision of the Contract Modules (including fees) be declared invalid, the remaining provisions shall not be affected thereby and are to be construed in such a way as if the Contract Module concerned was concluded without the invalid provision. The same applies to any contractual omissions.

16.4 Applicable law and place of jurisdiction

All legal relationships between the Merchant and Worldline arising from the Framework Agreement and from all Contract Modules concluded are subject to Swiss law. The exclusive place of jurisdiction is Zurich.