

General Business Conditions for E-Payments

Version 07.2021 (EULUX)

<p>1 Scope of application</p> <p>2 Infrastructure of the Merchant</p> <p>3 Saferpay Platform of Worldline</p> <p>3.1 Generalities</p> <p>3.2 Data transmission and storage</p> <p>3.3 Saferpay Fraud Intelligence (Generalities – Technical specifications – Currency Conversion – Warranty)</p> <p>4 Prices, taxes and payment modalities</p> <p>4.1 Prices</p> <p>4.2 Taxes</p> <p>4.3 Invoicing (Form – Usage fees – Transaction/pre-paid packages – Other services)</p> <p>4.4 Payment (General – Payment by offsetting)</p> <p>4.5 Default of payment</p> <p>5 Integration and use</p> <p>5.1 Generalities</p> <p>5.2 Access rights</p> <p>5.3 Rights of use and copyrights</p> <p>6 Due diligence obligations of the Merchant</p> <p>6.1 Compliance with security requirements</p> <p>6.2 Conformity of the offering</p> <p>6.3 Changes on the part of the Merchant</p>	<p>7 Processing of personal data</p> <p>8 Liability</p> <p>9 Notifications</p> <p>10 Modifications and additions to the Contract Modules, incl. fees</p> <p>11 Coming into force, duration and termination</p> <p>11.1 Coming into force</p> <p>11.2 Duration</p> <p>11.3 Ordinary termination</p> <p>11.4 Extraordinary termination</p> <p>11.5 Consequences of contract termination (General – Removal of references and deletion of software)</p> <p>12 Confidentiality</p> <p>13 Concluding provisions</p> <p>13.1 Assignment prohibition</p> <p>13.2 Involvement of third parties/assignment to Group companies</p> <p>13.3 Severability clause</p> <p>13.4 Applicable law and place of jurisdiction</p>
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1 Scope of application

These General business conditions (hereinafter “GBC”) shall apply with respect to the products and services in the field of e-payments agreed between the Merchant and Worldline Financial Services (Europe) S.A. (hereinafter “Worldline”) in the modules for e-payments, e.g. “Saferpay” or “E-Commerce Solutions” (hereinafter individually “Contract Module” or collectively “Contract Modules”).

It is a precondition for the use of the virtual e-payment platform operated by Worldline (hereinafter “Saferpay Platform”) that the Merchant concludes agreements for the acceptance of cashless means of payment with the relevant payment service providers (hereinafter “Acquirers”). All resulting fees shall be borne by the Merchant.

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 Infrastructure of the Merchant

The Merchant shall be completely responsible for obtaining, operating and maintaining an infrastructure that is suitable for the use of the Saferpay Platform 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.

3 Saferpay Platform of Worldline

3.1 Generalities

Worldline operates and supports the Saferpay Platform in technical, organizational and administrative respects.

The Merchant shall have no right to the Saferpay Platform being available at all times and operating without disruption. Worldline provides no warranty in this respect. Worldline shall be authorized to interrupt, at its equitable discretion, the operation of the Saferpay Platform if it deems such an interruption to be necessary for imperative material reasons, for example system adjustments and updates, disruptions, risk of misuse.

Worldline reserves the right to make technical or organizational changes or additions to the Saferpay Platform. If these entail modifications to the infrastructure, the Merchant shall implement these in accordance with the instructions from Worldline at its own cost.

3.2 Data transmission and storage

Worldline acts as the technical transmitter of the Merchant’s data from and to the Acquirer. Worldline provides no warranty in respect of third-party Acquirers concerning the correctness and appropriateness of an authorization, payment or decline.

The transaction data is transmitted in encrypted form. Worldline currently uses 128-bit TLS encryption. Worldline is entitled to implement a different encryption method at any time for the purpose of increasing security standards. As the data is sent over the Internet, however, Worldline is unable to warrant the security of transmitted data.

The Merchant can access the data stored on the Saferpay Platform for a period of at least 6 months. Worldline shall be entitled to access this stored data at any time. Worldline, however, does not archive this data for the Merchant. It is the responsibility of the Merchant, where required and within the specified term, to archive the available data as well as to store the reimbursement notices received.

3.3 Saferpay Fraud Intelligence

3.3.1 Generalities

If the Saferpay Fraud Intelligence solution is selected in the Contract Module, transactions of the Merchant that have certain predefined risks are identified and reported to the merchant. The Saferpay Fraud Intelligence solution is part of the Saferpay Platform from Worldline. All provisions in these General Terms and Conditions apply fully to the Saferpay Fraud Intelligence Solution.

3.3.2 Technical specifications

The Merchant shall comply with the technical specifications of Saferpay Fraud Intelligence and is responsible for regularly backing up its data at intervals that are reasonable in light of the importance of such data.

3.3.3 Currency Conversion

For the purpose of any calculations and payments hereunder, any amounts that are not originally expressed in Euros (e.g. Transactions in other currencies) will be converted from the relevant other currency using a neutral conversion data provider selected by Fraugster in its equitable discretion.

3.3.4 Warranty

The aim of the Saferpay Fraud Intelligence solution is to reduce the number of fraudulent transactions at the Merchant. In individual cases, however, it cannot be avoided that fraudulent transactions nevertheless take place at the Merchant’s. Therefore, Worldline excludes any warranty in relation to fraudulent transactions at the Merchant using the Saferpay Fraud Intelligence Solution.

4 Prices, taxes and payment modalities

4.1 Prices

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

4.2 Taxes

The prices and fees specified in the Contract Modules for products and services of Worldline are, unless otherwise specified, exclusive of indirect taxes (e.g. 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 (e.g. reverse

charge), withholding taxes and any other duties. The Merchant shall fully indemnify Worldline against any claims derived therefrom by third parties against Worldline.

4.3 Invoicing

4.3.1 Form

Invoices are submitted to the Merchant in hard copy.

4.3.2 Usage fees

Unless otherwise agreed, the recurring fees owed for the use of the Saferpay Platform shall be invoiced on an annual basis in advance respectively, in case of E-Commerce Solutions Contract Modules, monthly. The first fees are due for the month after delivery of the access data. All other services shall be invoiced immediately after they have been rendered. In the event of termination by the Merchant, there shall be no entitlement to any reimbursement of fees already paid.

4.3.3 Transaction/pre-paid packages

In the event of transaction/pre-paid packages being concluded in the Contract Module, the Merchant purchases a certain number of transaction points. The transaction points are used to pay the fees arising in connection with the execution of a transaction. Accordingly, one transaction point is deducted from the Merchant's account for each authorization or payment request, and for each reversal or credit. A further transaction point is required for submission of the transaction data to the Acquirer (daily closing).

Transaction packages are valid for 12 months. The Merchant can view the currently available transaction points in the administration area of the Saferpay Platform. Worldline shall notify the Merchant via e-mail when a transaction package is used up or expires. If the Merchant continues to execute transactions after the transaction points have been used up or after expiration of the validity period, without having first purchased a new transaction package, Worldline will regard this as consent to the activation of another transaction package and respective invoicing in accordance with the valid price list. The size of the transaction package is based on the previous year's usage.

After expiration of the validity period or in the event of termination by the Merchant, there shall be no entitlement to any reimbursement of unused transaction points.

4.3.4 Other services

Other services ordered by the Merchant such as analyses, investigations, restoration of services or similar, will be invoiced to the Merchant on a time and materials basis.

4.4 Payment

4.4.1 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.

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. Such offsetting of claims shall be governed by the Luxembourg law on financial collateral arrangements of 5 August 2005, as amended.

4.4.2 Payment by offsetting (applies in particular to E-Commerce Solutions Contract Modules)

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

4.5 Default of payment

In the event of the Merchant falling into arrears, Worldline shall be entitled to charge default interest at the statutory rate 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 4.4.2 and it also reserves the right to discontinue the rendering of services. The costs for the restoration of services shall be borne by the Merchant.

5 Integration and use

5.1 Generalities

The Merchant accesses the Saferpay Platform over the Internet. Worldline offers the Merchant a number of different interfaces that can be used to integrate the Saferpay services into its infrastructure. Depending on the integration method, access passwords or electronic keys are generated for communication with Worldline. The responsibility for the integra-

tion of the Saferpay services rests with the Merchant. Worldline provides assistance in the form of Saferpay Integration Support, available at integration.saferpay@worldline.com.

Worldline offers no warranty concerning the software provided to the Merchant for the integration of the Saferpay Platform into its infrastructure.

5.2 Access rights

In the Contract Module, the Merchant must state the individuals to be given access rights to the administration area of the Saferpay Platform. The personalized login credentials (hereinafter "login credentials") entitle them to make changes to the services purchased and to the configuration on behalf of the Merchant.

The Merchant is responsible for ensuring that login credentials and electronic keys 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 Saferpay Platform. Worldline only verifies the login credentials; no further authentication is carried out.

If there are grounds to suspect that unauthorized third parties have gained access to the login credentials, the Merchant must ask Worldline immediately to block the login credentials. The Merchant shall be liable for any actions taken by third parties using the login credentials as it is for its own actions.

5.3 Rights of use and copyrights

During the term of the contract, Worldline grants the Merchant a non-exclusive right to use the Saferpay Platform. 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 Saferpay Platform 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.

6 Due diligence obligations of the Merchant

6.1 Compliance with security requirements

The Merchant must comply with the security requirements and rules that have been contractually agreed with its Acquirer, in particular with regards to the requirements of the Payment Card Industry Data Security Standard (PCI DSS) imposed on the payment card industry.

The Merchant is obliged to ensure through appropriate measures that no manipulation is possible, in particular no improper transactions. The Merchant shall train its personnel in the correct handling and use of the Saferpay Platform at adequate intervals, in particular upon its entry into operation.

6.2 Conformity of the offering

The Merchant may only offer and sell its customers the products and services corresponding to those agreed with its Acquirer. In particular, the Merchant must ensure that the business carried out via the Saferpay Platform is neither illegal nor immoral.

6.3 Changes on the part of the Merchant

Changes on the part of the Merchant (e.g. regarding its legal form, business activity, address, account details or a change of the Acquirer) shall be immediately communicated by the Merchant to Worldline in writing. Worldline is entitled to invoice the Merchant for the expenses associated with changes.

7 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 Saferpay Platform 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).

8 Liability

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

9 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).

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

To be effective, any modifications or additions to the Contract Modules, in particular the GBC and other integral parts, must be made in writing (including in electronic form).

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 60 days prior to their coming into force, unless these changes or additions are required by law and stipulate a shorter time limit. If the Merchant is not willing to accept the announced modification or addition, it shall be entitled to terminate the Contract Module affected by the modification or addition by registered mail within 30 days of receipt of the modification or addition notification, with effect at the time the modification or addition comes into force. If the Merchant omits the termination, this shall be deemed to represent acceptance of the modification or addition.

11 Coming into force, duration and termination

The subsequent sections 11.1–11.4 are not applicable to E-Commerce Solutions Contract Modules. In relation to the coming into force, duration and termination of E-Commerce Solutions Contract Modules the pertaining sections of the “General business conditions for card acceptance” apply.

11.1 Coming into force

In principle, the Contract Module comes into force once Worldline has sent the Safepay access data to 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.

11.2 Duration

Unless otherwise agreed, the Contract Module is concluded for a minimum contract duration of 12 months. Once the minimum contract duration has elapsed, the Contract Module shall automatically be extended for recurrent periods of 12 months, provided it has not been terminated by one of the Contracting Parties.

The Merchant’s right to termination pursuant to section 10 and the right to immediate termination for good cause of the Contracting Parties, pursuant to section 11.4, remain reserved.

11.3 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.

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.

11.4 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;
- inconsistencies in settled transactions;
- 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 card acceptance 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.

11.5 Consequences of contract termination

11.5.1 General

The obligations arising out of sections 7 (Data processing and data transfer), 8 (Liability), 11.5 (Consequences of contract termination), 12 (Confidentiality), 13.1 (Assignment prohibition) and 13.4 (Applicable law and

place of jurisdiction) shall remain in place following termination of a Contract Module; nonetheless the obligations arising out of section 11.5.2 shall only remain in place until their fulfillment by the Merchant.

11.5.2 Removal of references and deletion of software

Following termination of the Contract Module, the Merchant shall remove all references to the corresponding services of Worldline visible to customers and, 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.

12 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.

13 Concluding provisions

13.1 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.

13.2 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.

13.3 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.

13.4 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 Luxembourg law, to the exclusion of the UN Sales Convention. The exclusive place of jurisdiction is Luxembourg.