

# Worldline Nordics' Terms and Conditions for Card Acquiring transactions

Merchant agrees to adhere to (i) these terms and conditions for card acquiring transactions and (ii) the application form for card acquiring services (the "**Application**") and (iii) the Rules (the three together herein referred to as the "**Agreement**"), in addition to the Project Agreement incorporating the Framework Agreement entered into between Merchant and Global Collect Services B.V (herein respectively the "**Project Agreement**" and "**Worldline**") as a condition precedent to its ability to accept Cards.

WHEREAS:

- (A) Worldline AB, reg. no. 556233-9423, is a Swedish payment institution with a license to provide payment services, including Acquiring, under the supervision of the Swedish Financial Supervisory Authority ("**Worldline Nordics**").
- (B) Merchant is a duly incorporated legal entity in its jurisdiction engaged in the sale of certain goods and/or services that desires to utilize Worldline Nordics' services for card acquiring as permitted by the Rules (the "**Merchant**").

## 1. Interpretation and Definitions

### 1.1 Interpretation

This Agreement shall form an integral part of the Project Agreement. This means that the parties' relationship shall also be governed by the provisions in the Framework Agreement provided that such situation, circumstance or condition is not covered by this Agreement. Any right given to, or obligation imposed on, Worldline therein will be given to Worldline Nordics in relation to the services provided under this Agreement. Any right given to, or obligation imposed on Merchant as applicable, will apply to the Merchant in relation to the services provided under this Agreement.

In the event of any conflict between the Project Agreement (including the incorporated Framework Agreement) and this Agreement in so far as they relate to the processing of Card Scheme transactions, this Agreement shall take precedence in relation to Worldline Nordics and the Merchant. In the event of any conflict between this Agreement and the Rules in so far as they relate to the processing of Card Scheme transactions, the Rules shall have precedence.

### 1.2 Definitions

- a) "**Card**" means a card or other payment instrument issued by a licensed card issuer, bearing a trademark and of a card type which the parties have agreed shall be covered by the Agreement.
- b) "**Cardholder**" means the person in whose name a Card has been issued.
- c) "**Penalties**" means any fine or amount (together with any associated costs, including uplifted service fees) levied by a Card Scheme or any governmental body (such as the Swedish Financial Supervisory Authority) on Merchant, Worldline or Worldline Nordics (including its affiliates) in connection with the provision of the services of Acquiring.

Capitalised terms used and not defined in this Agreement shall have the meaning given to such terms in the Project and/or Framework Agreement.

## 2. Settlement and communication

- 2.1 Subject to these terms, Worldline Nordics will initiate a payment to the bank account set out in the Application, in the amount of funds evidenced by sales information (less recoupment of any credit(s), Penalties, Chargebacks) under additional terms, such as frequency and fees, agreed between Worldline and Merchant under Project and/or Framework Agreement. Merchant hereby authorises Worldline Nordics to remit transaction funds to accounts in the name of Worldline on behalf of Merchant and confirms that payment of transaction funds by Worldline Nordics into such account(s) shall constitute full discharge of Worldline Nordics' obligations to Merchant in this regard.
- 2.2 Worldline is the contact person of Merchant for any and all questions related to this Agreement.

### **3. Merchant's compliance with Card Scheme Rules**

- 3.1 Merchant agrees to comply with the Rules and operating regulations issued from time to time by the Card Schemes, applicable Card Schemes to be specified in the Application. Merchant acknowledges that the Rules can be found at the Card Schemes' respective websites. In the event of any disagreement between Worldline Nordics and Merchant regarding the interpretation of the Rules, Worldline Nordics shall have the final decision.
- 3.2 Merchant agrees to indemnify and reimburse Worldline Nordics for any Penalties, costs, losses, liability, assessment or fine incurred due to breach of the Rules by Merchant. Worldline Nordics agrees to reimburse Merchant for any Penalties, costs or fines incurred due to breach of the Rules by Worldline Nordics.

### **4. Specific Merchant undertakings**

- 4.1 Where the Merchant intends to retain a subcontractor or allow for sub-merchants to accept Cards under this Agreement, and such party in any manner may process Card data, such subcontractor or third party must be approved by Worldline Nordics, via Worldline, in advance of such sub-merchants accepting any Cards for Merchant under this Agreement.
- 4.2 Merchant will, if required by law or the Rules, use 3D secure or any other identity check method approved by the Rules, unless otherwise agreed between the parties.
- 4.3 Merchant will honour, without discrimination, any Card properly submitted for payment by a Cardholder. Cardholders will be entitled to the same services and return privileges that the Merchant extends to cash customers.
- 4.4 Merchant may only apply surcharges in accordance with the Rules and local law.
- 4.5 The Merchant shall be liable towards the Cardholder for all aspects of its goods and services, including any defects and/or deviation in the quality, condition and performance of such goods/services.
- 4.6 Merchant may not transfer to Worldline Nordics any transaction that has been carried out by a party other than the Merchant or any approved sub-merchant (see section 4.1). If Merchant transfers, or attempt to transfer any such transaction, Merchant will be subject not only to a Chargeback and applicable Penalties, but to immediate termination of this Agreement.
- 4.7 Merchant will not submit any transaction that is illegal, that the Merchant should have known was illegal or those which could damage the goodwill on Card Schemes' brands, on Worldline or Worldline Nordics.

### **5. Personal data**

- 5.1 Worldline Nordics and Worldline will each be controller regarding the personal data that each party processes in relation to the services provided under the Agreement and shall both comply with Data Protection Legislation, in relation to this data. Worldline Nordics and Worldline shall process the Merchant's personal data such as contact information and other KYC information as well as Cardholder personal data in order to provide the Merchant with Worldline Nordics' services and administer the business relationship. The data may also be used for statistical analysis, in the event of fraud investigations and to comply with applicable laws and regulations. Worldline Nordics may disclose the data to 1) Card Schemes; 2) companies with which Worldline Nordics co-operates, in order to ensure the performance of the Agreement in respect of, e.g. PCI DSS and other security issues; and 3) other companies within the same company group as Worldline Nordics.

### **6. Term and Termination**

- 6.1 This Agreement shall enter into force on the date of execution by both parties and shall remain in force until terminated by either party with thirty (30) days' written notice, unless otherwise agreed.
- 6.2 Both parties may terminate this Agreement, and in the case of Worldline Nordics suspend the services, in the events set out in the Project and/or Framework Agreement. The Agreement shall automatically terminate in the event the Project and/or Framework Agreement is terminated, regardless of the reason therefor.
- 6.3 If a Card Scheme notifies any party that the co-operation under this Agreement is not conducted in compliance with the Rules, the party receiving such notice will immediately notify the other party. If a Card Scheme requests that any failure to comply with the Rules shall be remedied within a certain period of time, each party shall, where it has reasonable grounds to believe that the failure is not capable of remedy or will not be capable of remedy within the

prescribed period of time, be entitled to give notice of termination of this Agreement and such termination shall be effective on the day prior to the day on which, in the opinion of Card Scheme, the failure should be remedied.

- 6.4 If this Agreement is terminated for reasons listed in the Rules, Merchant acknowledges and agrees that Worldline Nordics is required to report Merchant's business name and the name of its principals to the Card Schemes.

#### **7. Governing Law and disputes**

- 7.1 This Agreement shall be governed by and construed in accordance with the laws of the Sweden excluding its conflict of law provisions.
- 7.2 Any disputes (legal action, proceeding or otherwise) between the parties under or in connection with this Agreement shall be brought before the courts of Sweden, with Stockholm District Court as first instance.

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