



Terms and Conditions For Card Acceptance

1. GENERAL

1.1 The Terms and Conditions General shall apply in addition to these Terms and Conditions for Card Acceptance. In the event of a discrepancy between the Terms and Conditions for Card Acceptance and the Terms and Conditions General, that provision at issue of the Terms and Condition Card Acceptance shall take precedence over the conflicting provision of the Terms and Conditions General. Arrangements in a written agreement by and between Parties shall always take precedence over the provisions in the Terms and Conditions General and the Terms and Conditions for Card Acceptance.

1.2 Articles 1 till 18 of the Terms and Conditions for Card Acceptance shall apply to all Merchants who accept payments via one or more payment methods via Worldline;
Article 19 concerns additional terms and conditions for a POS (Point of Sale) Transaction;
Article 20 concerns additional terms and conditions for an e-commerce Transaction;
Article 21 concerns additional terms and conditions for the use of the Dynamic Currency Conversion (DCC) services;
Article 22 concerns additional terms and conditions for an iDEAL Transaction;
Article 23 concerns additional terms and conditions for a debit transaction (Maestro and V PAY);
Article 24 concerns additional terms and conditions for Bancontact Refund;
Article 25 concerns additional terms and conditions for Alipay;
Article 26 concerns additional terms and conditions for WeChat Pay;
Article 27 concerns definitions.

1.3 The payment terminals, the online payment platform (checkout page) of

the payment service provider (PSP), the processing, storing and forwarding of the details of payments until the moment Worldline has received these data into its systems are no part of the agreement. If these products and services are provided by Worldline, this has to be agreed explicitly by and between the Parties, whereby the terms and conditions of that service or product shall be applicable.

1.4 Worldline as acquirer requests Authorizations and Transactions for the Payment Methods as stipulated in the agreement, and processes these Authorizations and Transactions between the Card Schemes or the owner of a Payment Method and the Merchant. Worldline is an intermediary in the chain of Payment Methods, and is co-dependent for the correct execution of the agreement of the other parties in the chain. For example, if other parties do not provide the correct data with an Authorization or Transaction, Worldline may not be able to process the Authorization or Transaction or forward it correctly to the Card Schemes. The Merchant shall be responsible for the correct transmission of the required data to Worldline by third parties engaged by the Merchant. Worldline shall at no time be held liable for the actions of other parties or the incorrect functioning of one or more systems or platforms elsewhere in the chain. There is also no right to unlimited availability and uninterrupted functioning of the Payment Methods. Worldline does not give any guarantees to that end either.

1.5 Worldline is licensed as a payment institution by the National Bank of Belgium and has a license from the Card Schemes or other Acquirers to ensure that merchants can accept payments. The Card Schemes

determine the conditions, rights and obligations for the use of the Payment Methods. The Merchant accepts the rules of the Card Schemes and realizes that Worldline has no influence on these rules, but is required to declare them applicable to the agreement with the Merchant.

1.6 Unless otherwise stipulated, the Parties have deviated in whole or in part from Articles 7:516, 7:517, 7:518, 7:520, 7:534, 7:544 and 7:545 of the Dutch Civil Code.

1.7 A Merchant may lodge a complaint with Worldline free of charge. The Merchant may also submit any complaint and out-of-court appeal procedure about Worldline to the FPS Economy, SMEs, Self-employed and Energy – Directorate General for Control and Mediation – Front Office - NGIII, 16 Koning Albert II-laan, 3rd floor, 1000 Brussels.

2. SCREENING AND INFORMATION

2.1 Worldline shall be legally required to screen the Merchant it allows to accept Payment Methods. The customer due diligence shall consist in particular of an investigation into the risks of anti-money laundering and terrorist financing and into the (financial) position of the Merchant. Worldline shall check the Merchant, the request per URL, per branch and per requested form of acceptance (ecom, point of sale, etc.) and per Payment Method. The result of the screening shall be confirmed to the Merchant. If the result of the screening is positive, the agreement shall enter into force and shall apply only to the URLs, locations, forms of acceptance and Payment Methods that have been explicitly approved by Worldline. The Merchant shall provide Worldline with all necessary documents and information that Worldline deems necessary,

	including a copy of the identity card of certain persons.				
2.2	The financial risk that Worldline runs partly depends on the Merchant's financial position and the products or services that the Merchant offers. At the request of Worldline, the Merchant shall provide Worldline with financial security to limit any risks.				
2.3	During the term of the agreement, the Merchant shall notify Worldline in writing of any change to the following information as soon as possible, but in any even 10 (ten) business days before it comes into effect: <ul style="list-style-type: none"> • The statutory name or one of the Merchant's trade names used; • The (pseudo-)UBO (ultimate beneficial owner) changes or there is another change in the (indirect) control of a (part of) the Merchant, for example via leasing, demerger, merger; • The activities that the Merchant carries out, including a change in the goods or services to be delivered or provided or termination of one or more activities; • The registered address, correspondence address, billing address or general e-mail address of the Merchant; • The Merchant's registration number with the Chamber of Commerce; • The domain name/URL that the Merchant uses in the case of agreed e-commerce Payment Methods; • The change of the bank account number or the name of the bank account number into which Worldline must pay. 				
3.	TERM OF THE AGREEMENT				
3.1	The agreement shall enter into force under the condition precedent that it is accepted by Worldline. As stipulated in Article 2.1 of these terms and conditions, the latter shall confirm acceptance of the agreement confirm in writing.				
3.2	The agreement shall enter into force for a period of one year. It shall be automatically renewed each time with a new period of one year, unless terminated by either Party before the expiry of the current term by three-months' notice served in writing.				
		4.	PAYMENT METHODS – GENERAL REQUIREMENTS		
		4.1	The Merchant shall comply with the laws and regulations in the country where the Merchant is established as well with the laws and regulations in the country of sale and shall offer only products and goods that cannot harm the name and reputation of Worldline and the Card Schemes.	4.9	If it turns out afterwards that a Transaction has been performed that was not permitted, the Merchant must report this to Worldline as soon as possible.
		4.2	The rules of the Card Schemes shall apply to the Payment Methods. Said rules are subject to change. Worldline has no influence on such changes. Worldline shall inform the Merchant about relevant changes. The Merchant expressly agrees that it will always act in accordance with the current regulations of the Card Schemes.	4.10	Worldline will provide the Merchant with one or more account numbers. The Merchant is obliged to check whether the account number in the online payment platform (checkout page) and/or the payment terminals corresponds to the account number assigned by Worldline. If this is not the case, no Transactions may be accepted until this has been reported to Worldline and the correct account numbers have been entered. Otherwise there is a risk that the Transaction amounts will be paid out to a third party. This risk will be for the account of the Merchant.
		4.3	The Merchant shall only accept payments via Payment Methods: <ul style="list-style-type: none"> • For products or services that have been or will be provided by the Merchant itself and only for the activities as agreed with Worldline and which are not in conflict with laws and regulations; • For products or services that do not infringe any rights of third parties; • If there are no suspicions of fraud or other criminal acts; • If there are no suspicions that the person willing to pay is someone other than the Cardholder; • If they do not conflict with laws and regulations, the rules of the relevant Card Schemes and the instructions of Worldline. 	5.	CODE 10 LINE
		4.4	It is prohibited to accept payments on behalf of anyone else.	5.1	In the event of (a suspicion of) attempted fraud the Merchant must contact the CODE 10 line. The telephone number of Worldline's CODE 10 line is 003-2-205 85 65. The Merchant must refuse a request to perform an Authorization or a Transaction in all these cases.
		4.5	The Merchant shall be prohibited from making a payment from his own bank account via a Payment Method that the Merchant accepts via Worldline.	6.	AUTHORIZATION
		4.6	The Merchant's name and location must be clear to the Cardholder at all times.	6.1	All requests for Authorizations shall be provided with the correct characteristics and may be submitted only in the manner indicated by Worldline.
		4.7	It is prohibited to accept payments for the granting of a loan.	6.2	A request for an Authorization will be submitted only if the Cardholder has explicitly so requested. If the card issuer agrees, it will provide an authorization code as proof of its consent.
		4.8	If the Merchant accepts a Payment Method, he will not prohibit the Cardholder from paying via this Payment Method, nor will he require a minimum or maximum Transaction amount.	6.3	A rejected request for Authorization may not be resubmitted until the Cardholder has so requested after he is notified that the authorization has been rejected.
				6.4	It is prohibited to split an amount that the Cardholder is required to pay the Merchant into smaller amounts in order to enforce Authorizations.
				6.5	In case of an Authorization, the only verification at the time of presentation shall be whether the card has not been reported to the card issuer as lost, stolen, expired and whether there is sufficient balance for the intended Transaction. An Authorization obtained does not indemnify Chargebacks, nor does it constitute proof that the Cardholder has carried out the Transaction.

7. TRANSACTIONS

7.1 A Transaction may be carried out for a certain amount after the Cardholder has given his explicit permission, via his PIN code, a 3DS message or otherwise. For recurring Transactions, various requirements must be met, including that the Cardholder has approved the series of direct debits in advance. The request for permission must be obtained in a transparent manner. Worldline may, request proof of the Cardholder's consent on its own behalf or that of the Card Scheme.

7.2 The Merchant shall offer only Transactions that have been preceded by an approved Authorization for the same amount as to the Transaction. If the amount of the Authorization is less than the amount of the final Transaction, a new Authorization shall be requested. If the amount of the Authorization is higher than the amount of the final Transaction, a Reversal must take place for the difference.

7.3 After the Transaction, a receipt with the Transaction Data must be provided to the Cardholder, unless there is an exemption (at some payment terminals that are completely contactless). This receipt must meet the requirements set by the Card Schemes.

7.4 All requests for Transactions shall be provided with the correct characteristics and may be submitted only in the manner indicated by Worldline. Transaction details must be forwarded to and received by Worldline within seven days of the date of Authorization. If the Transaction is not received by Worldline within seven days, a Chargeback submitted by the card issuer or Cardholder shall be accepted by the Card Scheme, the amount of the Transaction must be refunded by the Merchant and Worldline may charge additional costs incurred by Worldline for the Chargeback.

7.5 Transactions received by Worldline cannot be revoked. If a Transaction is to be paid back in whole or in part or if the ordered goods or services cannot be delivered to the Cardholder after the Transaction has been received by Worldline, a Refund or Retourpin Order must be submitted. A refund of (part of) a Transaction

amount to the Cardholder must be made via the same Payment Method as the original Transaction. The amount of the Refund or Retourpin Order may not exceed the original amount of the Transaction plus any shipping costs incurred for the return shipment by the Cardholder. A Refund and a Retourpin Order may not be used for making payments in connection with savings systems (e.g. stamp systems), lottery payments, and other games and games of chance. If Worldline does not allow the Merchant to execute Refunds or Retourpin Orders, the amount must be paid back in cash.

7.6 Refunds or Retourpin Orders shall be allowed only after explicit approval from Worldline.

7.7 The Merchant shall in any case store the data which clearly show that the Cardholder has consented to the purchase and the amount of the Transaction, for at least 14 months after the date of the Transaction. The Merchant shall also keep proof of the shipment or proof of the performance of the service for 18 months, if applicable. At Worldline's request, the Merchant shall provide this information to Worldline within the term set by the latter.

7.8 Worldline may check the requested Authorizations and Transactions and shall have the option not to forward the Authorization or Transaction to the Card Schemes if it should opine that the Authorization or Transaction conflicts with any applicable condition, such as that the infrastructure of the Merchant is not sufficiently secure or there is possible fraud or sale of prohibited products or services, for instance. Forwarding of the Authorization or Transaction by Worldline shall not be misconstrued to mean that the Authorization or Transaction meets all the requirements.

7.9 The Merchant shall share all data about a Transaction upon Worldline's request within the term set by latter, such as the names, numbers, type and prices of the products or services, the currency, the amount, the order time, the location or country, proof that the products have been delivered or the services have been provided, the receipt, possible risks, and if any, the contact details of the Cardholder. The Merchant shall give Worldline permission to

share the data with the Card Schemes, competent authorities, Acquirers and the owners of Payment Methods. The Merchant shall also authorize these parties to share the relevant information with competent authorities, other regulatory authorities as well as other service providers for investigation and verification if necessary (subject to any legal restrictions).

8. STRONG CUSTOMER AUTHENTICATION (SCA)

8.1 Each Transaction must be executed through SCA, unless there is a legal exception or exemption applicable.

8.2 The legal exceptions are: anonymous prepaid cards, Mail Order/Telephone Order (MOTO, telephone and letter orders), one-leg-out Transactions (if the Cardholder is located outside the EEA) and Merchant Initiated transactions.

8.3 The exemptions allowed are: trusted payees/whitelists, recurring (recurring) Transaction for the same amount and the same Cardholder, Transactions with a low value, secure payments for business purposes, transport or parking costs (via an unattended payment terminal specially set up for this purpose) and Transaction risk analysis of the Transaction. Exemptions shall be determined per Transaction and shall always be dependent on internal and external factors. Worldline can therefore never guarantee that these exemptions can be used. Worldline shall be also authorized to revoke any exemption granted to the Merchant at any time.

8.4 The Merchant shall be responsible for the correct application of SCA and must ensure that Transactions are sent to Worldline with the correct characteristics. The Merchant shall ensure that a Transaction is not submitted with such characteristics as are subject to an exemption or a legal exception, if in reality this is not the case. Worldline shall be entitled, but not required, to check whether a Transaction complies with the applicable legal exception or exemption. At the request of Worldline, but no later than two working days after this request, the Merchant shall submit all necessary evidence to demonstrate the legal exception or exemption applied. The Merchant shall

	accept that incorrect coding leads to a possible violation of the law and the rules of the Card Schemes, for which the Merchant shall be liable to Worldline.	10.1	In the blended and blended+ pricing model, a total fee is charged per Transaction (see agreement). This fee consists of the current interchange fee (see price table), the current card scheme fee (see price table) and the Worldline fee/service fee.	11.5	Merchant shall reimburse these fines to Worldline. The Card Schemes unilaterally determine the amount of the fines and there is no possibility for appeal.
8.5	If SCA is used based on EMV 3DS (protocol for the implementation of strong customer authentication according to the latest legislation), the Cardholder or the card issuer has no fraud-related Chargeback possibilities. If SCA based on EMV 3DS is not used, e.g. in the case of a legal exception, the risk for fraud-related Chargebacks shall be for the account of the Merchant.	10.2	The interchange fee and the card scheme fee apply on a pass-through basis. The interchange fee and the card scheme fee can differ per Transaction and are subject to change on a regular basis. The Worldline fee is the fee that Worldline charges for services that are directly related to the processing of the Transactions. However, the Worldline fee does not cover the services indirectly related to the Transaction, such as Chargeback costs and rejected Authorizations.	11.6	Worldline will make every effort to pay out the positive balance of a Transaction on "D+4", where "D" is the day on which the Transaction is received by Worldline and "4" is the day on which Worldline orders the payment to the Merchant to its bank. Worldline has the right not to settle (temporarily) amounts due if:
9.	INTERCHANGE++ PRICING MODEL	10.3	The Worldline fee is not determined in advance in the agreement, because the Worldline fee is the result of the following formula: Total rate per Transaction – interchange fee – scheme fee = Worldline fee. As with the interchange fee and the card scheme fee, the Worldline fee may differ per Transaction.		<ul style="list-style-type: none"> • The Merchant (possibly) does not comply with the conditions agreed between Parties or with the instructions or regulations given by Worldline; • There is no certainty about the current financial situation of the Merchant or Worldline suspects that the Merchant will not be able to pay (future) claims; • Worldline has the reasonable suspicion that a possible future claim of Worldline against the Merchant is greater than the amount that the Merchant owes Worldline in the short term; • There is (a suspicion of) misuse of data from Payment Methods or cards, Authorizations or Transactions or there is (a suspicion of) other unlawful acts; • There is a significant change in the number of Transactions or the average value of the Transactions at the Merchant; • The Card Scheme, the Acquirer or the owner of a Payment Method does not (fully) transfer the amount of the Transaction associated with a Transaction to Worldline; • A Card Scheme has imposed a fine, or has the intention to impose a fine, in connection with an act or omission of the Merchant; • If the data that Worldline store from the Merchant are (possibly) incorrect or complete or if Worldline does not agree with a change to said data; • Worldline or the competent authorities want to investigate a Transaction further; • Worldline receives a disproportionate number of complaints from Cardholders regarding the
9.1	The interchange++ pricing model is a dynamic pricing model based on the real costs associated with the various parties involved in the handling of a Transaction. The fee that must be paid to Worldline per Transaction consists of the current interchange fee (see price table), the current card scheme fee (see price table) and the Worldline fee/service fee (see agreement).	11.	SETTLEMENT		
9.2	The interchange fee and the card scheme fee apply on a pass-through basis. The interchange fee and the card scheme fee can differ per Transaction and are subject to change on a regular basis. The Worldline fee is the fee that Worldline charges for services that are directly related to the processing of the Transactions. However, the Worldline fee does not cover the services indirectly related to the Transaction, such as Chargeback costs and rejected Authorizations.	11.1	The Merchant agrees that the amounts involved in the Transaction will be paid to Worldline by the Card Schemes, the Acquirer or the owner of a Payment Method.		
9.3	It is possible that the interchange fee and the card scheme fee that Worldline charges the Merchant for the interchange++ pricing model are not calculated and charged in real-time. Instead, Worldline shall charge the estimated average rate in advance. At the end of each month, a correction will be made by comparing the amounts already charged with the actual interchange fee and card scheme fee. If there is a difference between the amounts charged and the actual amounts, the difference shall be settled between Parties.	11.2	Worldline pays the Merchant in euros to the bank account number specified by the Merchant. If agreed otherwise, Worldline can also settle in a different currency.		
10.	BLENDED AND BLENDED+ PRICING MODEL	11.3	The Merchant owes Worldline the amount of the agreed commission rate (interchange fee, card scheme fee and Worldline fee) per Transaction. In addition to the agreed commission rate, Worldline will charge additional costs, such as costs associated with a Refund or a Retourpin order. In addition, Worldline has the option to charge the Merchant for the costs it has incurred in connection with services that are not directly related to the Transaction, such as the costs of Chargebacks, reactivation and fraud investigation.		
		11.4	If Worldline (in)directly receives fines from the Card Schemes or competent authorities in connection with an act or omission of the Merchant, the		

	Merchant, whether or not directly via the Card Schemes,;		the annual registration costs. Pre-paid amounts are non-refundable.		dispute a Chargeback on behalf of the Merchant.
	<ul style="list-style-type: none"> • The number of Chargebacks, Refunds or Retourpin Orders is disproportionately high; • A Chargeback has been submitted or assigned; • The connection number in the payment terminal or in the online payment platform check-out page) is not correct or the Transaction data received may not be correct; • The agreement is or has been terminated (until it is established with certainty that no more Chargebacks will be received). 	11.11	Transactions, the outstanding amount and the outstanding receivables can temporarily be consulted via the online portal. Worldline will only store the Transaction Data for a limited period of time. If the Merchant wishes to be able to consult the Transaction Data for a longer period, the Merchant must store the data itself. The Merchant can save the desired data from the online portal. If there are reasonable grounds to assume that the Merchant is using the portal in violation of laws and regulations or in violation of the terms and conditions, or if there is a data breach or security incident, Worldline has the right to suspend access to the portal (temporarily). The Transaction data from the portal may not be linked to or enriched with other (personal) data.	12.4	Worldline has no influence on the acceptance or rejection of the Chargebacks by the Card Schemes. The outcome of the Chargeback is binding on the Merchant and Worldline. If the Card Scheme decides to accept the Chargeback, the amount of the Chargeback must be reimbursed to Worldline by the Merchant.
11.7	Worldline has the right to charge or settle amounts with the Merchant, at all times, if: <ul style="list-style-type: none"> • The Merchant does not comply with the conditions agreed between Parties or with the instructions or regulations given by Worldline; • The Merchant is not able to provide complete and legible proof that the Cardholder has agreed to charge his means of payment for the initiated amount in a timely manner; • Worldline has received a Chargeback via the Card Schemes or a Transaction is otherwise disputed; • Worldline has received a fine due to an act or omission by the Merchant; • Worldline has made an undue payment to the Merchant; • There is (a suspicion of) fraud. 			12.5	Worldline and the Card Schemes monitor the number and the amount of the Chargebacks. If one of the standards will be exceeded, the Merchant will fully cooperate with the measures proposed by Worldline. If the number and/or the amount of the Chargebacks exceeds the thresholds set by the Card Scheme, the Card Scheme will place the Merchant in a special programme. As a result, fines will be imposed by the Card Schemes and all requested (fraud) Chargebacks will be accepted by the Card Scheme. Worldline will pass these fines and costs on to the Merchant.
		11.12	The right of the Merchant to complain about or to claim non-payment or incomplete payment of Transactions lapses after 45 days from the date on which the Transaction was made or should have been made, or the date on which settlement was made or an amount has been charged to the Merchant. The Merchant will submit all complaints to Worldline in writing within the stipulated period.		
		12.	CHARGEBACKS	13.	USE OF THE BRAND AND LOGO OF PAYMENT METHODS
		12.1	Worldline is not a party in the relationship between the Merchant and the Cardholder. The Merchant itself bears the risk that a Transaction has not been performed by the Cardholder or that the goods or services have not been received (to the satisfaction of and) by the Cardholder.	13.1	Worldline has a license from the Card Schemes and the owner of Payment Methods to use certain intellectual property rights, for the purpose of enabling the Merchant to accept payments for these Payment Methods. In accordance with the agreement between Worldline and the Card Schemes and the owners of the Payment Methods, Worldline grants a sublicense to the Merchant to use the brand and logo of the Card Schemes and the owners of the Payment Methods insofar as the Merchant offers the relevant Payment Method via Worldline. The Merchant must affix the official brands and logos of the Payment Methods he accepts in accordance with Worldline's instructions.
11.8	Worldline does not pay interest on outstanding claims or (temporarily) unpaid amounts.				
11.9	If Worldline has a claim against the Merchant, and this cannot be set off against a credit present at Worldline, the Merchant will pay this claim after it has been invoiced by Worldline. If the claim has not been paid (on time), the Merchant will be in default without further notice of default and will owe statutory commercial interest until the day that the entire amount has been paid, as well as all (extra)judicial (collection) costs for the collection of outstanding claims.	12.2	With some Payment Methods, a Cardholder or a card issuer can dispute a Transaction by means of a Chargeback. If the Cardholder or the card issuer submits a Chargeback to a Card Scheme, Worldline will be notified. Worldline will inform the Merchant about the received Chargeback.	13.2	The Merchant acknowledges that the Merchant's use of the sublicense and the use of the brand and logo do not imply a transfer of intellectual property rights. The Merchant agrees that it will take all reasonable measures to protect the intellectual property rights of the Payment Methods against infringement.
11.10	If the Merchant needs to be registered with the Card Schemes, the Merchant will reimburse Worldline	12.3	After a request from Worldline, the Merchant will supply the requested data in the manner requested by Worldline. On the basis of this information, Worldline might try to dispute the Chargeback on behalf of the Merchant. Worldline is not obliged to	13.2	Worldline may change or revoke the sublicense at any time. As soon as

the Merchant does not accept (or no longer accepts) one or more Payment Methods, the references made to these brands and logos of the Payment Methods may no longer be used.

14. SECURITY

14.1 Parties shall adequately protect the equipment they use, such as payment terminals, systems, including the data communication connections used for the storage, processing and forwarding of data, against unauthorized use and access. The Merchant shall be responsible for proper security, even if he has engaged a third party for this purpose.

14.2 If one of the following situations occurs, the Merchant must report this to Worldline as soon as possible:

- The Merchant knows or suspects that there has been (an attempt at) unauthorized access to its equipment or systems;
- The Merchant knows or suspects that Transaction data or data of Payment Methods are (or have been) accessible to third parties or are being misused by third parties;
- If false, counterfeit or stolen means of payment are or have been used;
- Data of cards, Payment Methods or Transactions leak out;
- Other fraudulent acts have been committed.

14.3 The Merchant shall provide all information and cooperate in case of a (fraud) investigation, regardless of the reason. The Merchant shall not perform any actions that could negatively affect an investigation, such as turning off systems or deleting files. Worldline is authorized to communicate the results of these investigations to the competent authorities, the Card Schemes and the Acquirer or the owner of the Payment Method. In addition, the Merchant shall comply with all instructions from Worldline in order to prevent future problems as much as possible.

14.4 If there are valid reasons to believe that there might be a security incident, data compilation or data breach, the Merchant shall appoint a PCI/DSS accredited forensic auditor, at its own expense, at the request of

Worldline to investigate this as soon as possible after the request. The Merchant shall ensure that Worldline has access to all reports from this forensic auditor and that Worldline has the authority to provide these reports to the competent authorities, the Card Schemes and the Acquirer and the owner of the Payment Method. If the Merchant does not appoint the forensic auditor in the short term, Worldline has the right to do so at the Merchant's expense.

14.5 In the context of fraud prevention, fraud detection and the prevention of money laundering or terrorist financing, or to protect the interests or protection of the interests of third parties, Worldline has the right to inform the competent authorities, the Card Schemes, the Acquirer or the owner of a Payment Method about alleged irregularities. Worldline is not required to inform the Merchant.

14.6 The password and username that you receive from Worldline to log in to the portal(s) must be kept secret and may be provided to third parties only if and insofar as necessary to carry out their work.

15. PAYMENT CARD INDUSTRY-DATA SECURITY STANDARD (PCI-DSS)

15.1 The Merchant must always comply with the requirements as laid down in the Payment Card Industry Data Security Standards (PCI-DSS) (www.pcisecuritystandards.org). The standards can be adjusted periodically.

15.2 The PCI-DSS prohibits, among other things, the storage of the following data:

- Sensitive authentication data (the PIN code, the CVC/CVV-2 Code, (track) data from the magnetic strip or the EMV chip, etc.);
- Card numbers along with expiration dates.

15.3 At the request of Worldline, the Merchant shall periodically demonstrate that it complies with the PCI-DSS in accordance with Worldline's instructions. The outcome of these investigations shall be provided to Worldline upon request.

15.4 If the Merchant is PCI-DSS compliant, this does mean that the Merchant complies with the rules at a specific time. This does not

guarantee or indemnify that the storage, processing and security of data of the Payment Methods used are handled correctly at all times and that the Card Schemes cannot impose fines.

15.5 The Merchant shall resolve any weaknesses in the system or security policy immediately by taking appropriate measures, at its own expense.

16. CONFIDENTIALITY OF USED PAYMENT METHODS, AUTHORIZATIONS, TRANSACTIONS AND CHARGEBACKS

16.1 The Merchant shall keep all details of the payment methods, Authorizations, Chargebacks and Transactions that come to the Merchant's knowledge secret and shall not provide this information to anyone other than the Cardholder, unless this is required by law. This information may be used only for accepting payments. If details of the used payment methods, Authorizations, Chargebacks or Transactions are required by a competent authority, and the Merchant intend to provide them, the Merchant must inform Worldline prior to providing this data.

17. CONFIDENTIALITY COMPANY INFORMATION

17.1 Worldline is authorized to provide all data, whether or not confidential of nature, to the Card Schemes, the card issuers, the Acquirer, the owners of Payment Methods, security and research agencies and third parties such as credit bureaus for conducting research regarding the risks of money laundering, terrorist financing and financial risks and for complying with legislation and regulations as well as with the regulations of the Card Schemes.

17.2 Parties will only use confidential information of each other for the execution of the agreement.

18. TERMINATION AND SUSPENSION

18.1 In addition to the termination and suspension options referred to in the Terms and Conditions General, Worldline is also authorized to terminate the agreement in whole or in part with immediate effect or to suspend the performance of the work, without judicial intervention and without payment of any compensation, if:

- The periodic screening shows (new) data on the basis of which the result of the screening is no longer positive, for example if the offer of goods or services by the Merchant is in conflict with the acceptance policy of Worldline or the Card Schemes;
 - There are doubts about the correct bank account number of the Merchant;
 - The payment terminal or the online payment platform (checkout page) is not functioning correctly and Worldline has doubts about the accuracy of the data received;
 - Receiving, whether or not via the Card Schemes, disproportionate or high Chargebacks or complaints from Cardholders;
 - There is (a suspicion of) fraudulent Transactions;
 - There are irregularities in submitted Authorizations or Transactions;
 - No Transactions have been made for twelve months;
 - The PCI-DSS requirements are no longer met or the Merchant does not cooperate with a PCI-DSS investigation by the Card Schemes or Worldline;
 - A Card Scheme, an Acquirer, the owner of the Payment Method or a competent authority requests this from Worldline or this is a result of the applicable laws and regulations;
 - Worldline's license is revoked;
 - A Card Scheme conducts an investigation to the Merchant or into the Authorizations or the Transactions submitted by the Merchant;
 - A Card Scheme imposes or threatens to impose a fine for an act or omission on the part of the Merchant.
- 18.2 In the event of malfunctions, maintenance work or security incidents, Worldline can limit the acceptance of Authorizations and Transactions in whole or in part, without having to compensate the Merchant. Worldline

18.3 shall insofar as possible inform the Merchant about this in advance. After termination of the agreement, this article as well as Articles 11, 12, 13.2, 14.2 to 14.5, 16, 17 and 18.3 shall remain in force for a period of 7 (seven) years. Any Chargebacks as well as fines imposed by the Card Schemes on Worldline due to an act or omission by the Merchant shall also be passed on to the Merchant after termination of the agreement. The Merchant shall be required to reimburse Worldline for these chargebacks and fines.

ADDITIONAL REQUIREMENTS FOR POINT OF SALE (POS)

19. ACCEPTANCE OF PAYMENT METHODS – POS

19.1 For a POS Transaction, the Cardholder must be present at the physical location of the Merchant, the Cardholder must offer his own means of payment and Authorizations and Transactions must be made via equipment that is under the control of the Merchant and that meets the requirements for accepting payments. If the above conditions are not met, then there may be an e-commerce Transaction, and the additional terms and conditions for e-commerce apply. If the requirements of an e-commerce Transaction, as explained in Article 20.1, are not met either, the Transaction is not permitted without the written consent of Worldline.

19.2 The Merchant may only use EMV approved payment terminals with PCI-DSS certified software that meet the current requirements of the Card Schemes and, where available, the requirements of (inter)nationally recognized organizations that supervise the infrastructure, storage, processing and forwarding of data relating to payment transactions (such as the *Betaalvereniging* [Payments Association] in the Netherlands). The payment terminals must be used and installed in accordance with the obligations of these organizations and the Card Schemes.

19.3 The account numbers that the Merchant receives for the acceptance of Payment Methods, as stipulated in the agreement, must correspond to the number in the payment terminal. The account numbers may be used only in payment terminals that have

been reported to Worldline and to which the latter has agreed. If the Merchant replaces the payment terminal or terminates its use, it must notify Worldline no later than 10 (ten) working days in advance.

19.4 The Merchant shall be responsible for the payment terminal and other accessories used to accept payments as well as for the requested Authorizations and Transactions.

ADDITIONAL REQUIREMENTS FOR E-COMMERCE

20. ACCEPTANCE OF PAYMENT METHODS – E-COMMERCE

20.1 An e-commerce Transaction occurs if the Cardholder is not present at the Merchant's physical location, if the Cardholder enters the details of his means of payment on equipment that is not under the Merchant's management. If the above conditions are not met, it may be a POS Transaction and the additional conditions for POS apply. If the requirements of a POS-commerce Transaction, as explained in Article 19.1, are also not met, then the Transaction is not permitted without the written consent of Worldline.

20.2 All URLs, including IP addresses, must be registered with Worldline and approved by Worldline before the Merchant accepts Transactions via these URLs. Payments must be accepted via the internet using an online payment platform (checkout page) of a payment service provider (PSP). The Merchant may not store, process or forward any data from the used mean of payment on its own web server or infrastructure.

20.3 The Merchant may only use a PSP (payment service provider) that is in the possession of the required mandatory certificates and that Worldline has registered as PSP with the Card Schemes. The Merchant shall provide Worldline with proof of the correct valid certificates from the PSP at Worldline's first request. The Merchant shall be liable for the actions of the PSP. The Merchant shall ensure that the PSP observes the correct characteristics and manner of delivery with regard to Authorizations and Transactions.

20.4 If the Merchant uses third parties (such as affiliates) to promote online activities, the Merchant must ensure that it only uses them if it has determined that it is a reliable

organization. These parties can introduce additional (fraud) risks, such as Transactions with stolen data from used means of payment, for which the Merchant shall be responsible.

ADDITIONAL REQUIREMENTS FOR DCC

21. DYNAMIC CURRENCY CONVERSION (DCC)

21.1 DCC is available for all Visa and Mastercard payment means. DCC converts the Transaction amount from Euro into a foreign currency (based on the payment means used) at the request of the Cardholder. In case a Refund is made, and the original Transaction was executed with DCC, DCC shall also be applied to the Refund.

21.2 A mark-up percentage (a percentage added to the base exchange rate determined by the DCC provider) shall be applied to each currency conversion. The Merchant receives a payback percentage (a commission, whereby the Merchant shares in the income of Worldline and the DCC provider) for each successful currency conversion. The payback percentage shall be settled by Worldline with the commission to be paid (interchange fee, scheme fee and Worldline fee).

21.3 If the DCC service is temporarily unavailable, the Merchant accepts that the Transaction will be executed without DCC.

ADDITIONAL REQUIREMENTS FOR IDEAL

22. ACCEPTANCE OF IDEAL

22.1 Merchant shall verify the status of the Transaction before the delivery of goods or services. If the Transaction has the status 'successful', the Transaction is guaranteed. If accepted goods or services are delivered before the Transaction has the status 'successful', the risk of not receiving the corresponding amounts shall be borne entirely by the Merchant. If the Transaction has the status 'successful', the Merchant will not postpone, suspend or otherwise frustrate the performance of the service of delivery of the goods for the reason that no payment has been made yet.

22.2 The Merchant shall comply with the additional conditions for iDEAL as set out in the Merchant Integration Guide (MIG).

22.3 The Merchant may not remove banks from the issuer list.

22.4 The expiration period (the period offered to the Cardholder to complete the Transaction via iDEAL) is 10 minutes.

22.5 Information about the availability of iDEAL can be found on <https://be.Availability.ideal.nl/>

ADDITIONAL REQUIREMENTS FOR DEBIT TRANSACTIONS (MAESTRO AND V PAY)

23. DEBIT TRANSACTIONS (MAESTRO AND V PAY)

23.1 Worldline has the right to set limits, for example with regard to the number of Transactions per day or the number of payment terminals.

23.2 If this has been explicitly agreed by and between Parties, the Merchant may have the Cardholder debit an additional amount up to € 150,- on top of the original Transaction amount. The Merchant must pay this amount directly in cash to the Cardholder. It is never permitted to make a Transaction in which the full amount is paid in cash to the Cardholder (unless there is a Retourpin Order).

23.3 The Merchant may no longer accept Maestro or V PAY payments as soon as the total amount to Maestro or V PAY payments in any period of 12 months exceeds USD 1,000,000.

23.4 If the Acquirer has reasonable grounds to doubt the correct fulfilment by the Merchant or third parties engaged by the Merchant of the obligations arising from the agreement, the Acquirer may use the payment terminal, the location the payment terminal is installed and the administration and (computer)systems of the Merchant examined by an independent party. The Merchant shall fully cooperate with this party in carrying out the investigation. The costs of the investigation shall be borne by the Acquirer, unless the investigation shows that the Merchant or a third party engaged by it has failed to fulfil the aforementioned obligations. In the latter case, the Merchant shall be required to reimburse the Acquirer for the reasonable costs of the investigation.

23.5 If, after a Transaction, a Cardholder has justified complaints about the Transaction amount or the quality of the products or services purchased, the Merchant must reach an

arrangement with the Cardholder, such as, for example, a Refund, voucher, exchange or repair of the product.

23.6 If the Merchant does not comply with the agreement, Worldline shall be entitled to reclaim Transaction amounts already paid.

23.7 For payment terminals that are not connected to the cash register, the Merchant must use a password for each Retourpin Order for protection against unauthorized use. This password must be kept secret and may not be disclosed to persons who are not authorized to execute a Retourpin Order on behalf of the Merchant.

ADDITIONAL REQUIREMENTS FOR BANCONTACT REFUNDS

24. BANCONTACT REFUNDS

24.1 The amount of a Refund may not exceed €3.000,-.

24.2 The amount of the Refund may be increased by a maximum of 10%, up to an amount of € 50,-, compared to the original Transaction.

24.3 Only one Refund may be made per original Transaction.

24.4 The Refund must be made no later than 30 days from the date of the original Transaction.

24.4 No Refund may be made via a payment terminal if the payment terminal is not online.

24.5 The Merchant must use a password for payment terminals that are not connected to the cash register to protect against unauthorized use. This password must be kept secret and shall not be provided to persons who are not authorized to carry out a Refund on behalf of the Merchant.

ADDITIONAL REQUIREMENTS FOR ALIPAY

25. ALIPAY VIA QR-CODE ON THE PAYMENT TERMINAL

25.1 Alipay.com Co. Ltd. (hereinafter 'Alipay') operates an international electronic payment platform (hereinafter 'Alipay platform', whereby Alipay is the owner of the Payment Method). The partnership between Alipay and Worldline enables the Merchant to accept payments from Alipay users. Alipay operates and manages the Alipay platform from a technical, organizational and administrative point of view.

25.2 The Merchant acknowledges and expressly agrees that the data

(especially the Merchant's data, the Transaction data and marketing data) relating to the acceptance of the Alipay Payment Method and the Transactions performed will be processed by Worldline in Europe and in Switzerland as well as in China by Alipay.

25.3 An Alipay Transaction can be Refunded to the Cardholder via the Alipay platform up to 365 days after the original Transaction. The Merchant shall inform the Cardholder about this maximum 365day term (e.g. via its general terms and conditions).

ADDITIONAL REQUIREMENTS FOR WECHAT PAY

26. WECHAT PAY VIA QR-CODE ON THE PAYMENT TERMINAL

26.1 Tenpay Payment Technology Co., Ltd. (hereinafter 'Tenpay') operates an international payment platform, including the WeChatPay application (hereinafter 'Platform', whereby Tenpay is the owner of the Payment Method). The partnership between Tenpay and Worldline enables the Merchant to accept payments from WeChat Pay users. Tenpay operates and manages the Platform from a technical, organizational and administrative point of view.

26.2 The Merchant acknowledges and expressly agrees that the data (especially the Merchant's data, the Transaction data and marketing data) relating to the acceptance of the WeChat Pay Payment Method and the Transactions performed will be processed by Worldline in Europe and in Switzerland as well as in China by Tenpay.

26.3 The Merchant acknowledges that Tenpay and Worldline are entitled to set Transaction limits (limitation of the Transaction amount) at the Merchant, depending on the Merchant's activities and the associated risks.

26.4 A WeChat Pay Transaction can be Refunded to the Cardholder via the Platform up to 180 days after the original Transaction. The Merchant will inform the Cardholder about this maximum 180-day period (e.g. via its general terms and conditions).

processes electronic payments for the Merchant. In most cases, Worldline is the acquirer, but for iDEAL and debit transactions (Maestro and V PAY), Rabobank is the acquirer.

Authorization: The process whereby permission is requested from the card issuer (via Worldline) to be allowed to charge a means of payment for a proposed Transaction.

Card Schemes: Payment institutions such as Currence, MasterCard, Visa, Discover and Diners Club, UnionPay, JCB and Bancontact Payconiq Company.

Chargeback: The request from the Cardholder or the card issuer or a full or partial refund of the Transaction Amount to the Cardholder.

Cardholder: The lawful provider of a means of payment.

Payment Method: A payment application issued by a recognized body to make a payment.

Refund: A Transaction that involves the full or partial refund of a previously executed credit Transaction.

Retourpin Order: A Transaction that involves the full or partial refund of a previously executed debit Transaction.

Reversal: A Transaction that reverses in whole or in part an Authorization that has not yet been processed into a Transaction.

Transaction: The exchange of data between the Merchant and Worldline that ensures that the card issuer will credit or debit the Cardholder's account for the agreed amount.

DEFINITIONS

27. DEFINITIONS

Acquirer: A payment institution or bank that receives and