



Terms and Conditions For Gift Cards

1. GENERAL

1.1 These Terms and Conditions for Gift Cards shall apply to all services and products that Worldline offers to Merchants under the gift, loyalty and pre-paid card scheme. They set out the rights and obligations of Worldline and the Merchant as Scheme Owner regarding the creation and operation of a Scheme and the Authorization and registration of Transactions and processing of electronic data for the use of the Scheme.

1.2 The Terms and Conditions General shall apply in addition to the Terms and Conditions for Gift Cards. In the event of a discrepancy between the Terms and Conditions General and the Terms and Conditions Gift Cards, the condition at issue of Terms and Conditions for Gift cards shall take precedence over its counterpart in the Terms and Conditions General. Other written agreements by and between Parties shall always take precedence over the provisions in the Terms and Conditions General and the Terms and Conditions for Gift Cards.

2. SCHEME

2.1 Each Scheme shall be subject to three factors: 1) the number of cards, 2) the number of payment terminals and 3) the number of locations where the Scheme is accepted.

2.2 The Scheme must be registered in the Worldline database with the following Scheme parameters in particular: the maximum value per card and the reloadability of the card.

2.3 At the start of the Scheme, a maximum number of card numbers (card range) that can be issued within the Scheme is reserved in advance. The number of card numbers cannot be adjusted after the Scheme has been created. Additional card numbers within the card range can be ordered via the order form provided for this purpose. As soon as the maximum number of card numbers has been issued and the Scheme Owner wishes to order more card numbers, a new agreement for the creation of

a new Scheme must be concluded first.

2.4 The Scheme Owner has the option to block card numbers in a flexible, temporary way via the portal, e.g. for security reasons or if a deadline applies to the card. The Scheme Owner can also deactivate payment terminals in a flexible, temporary manner via the portal.

2.5 The payment terminals must be suitable for the cards of the Scheme. In case of problems with the payment terminal, the supplier of the payment terminal should be contacted.

2.6 All changes to or in the Scheme must be communicated in writing.

2.7 Payment terminals that are not owned by the Scheme Owner may be connected only if:

- The owner of the relevant payment terminal, the Scheme Owner and Worldline agree thereto;
- The owner of the relevant payment terminal and the Scheme Owner accept additional Worldline terms and conditions, where applicable; and
- The Scheme Owner remains Worldline's point of contact, whereby the Scheme Owner sees to the agreement with the owners of the payment terminals for the use of the Scheme.

3. CARDS AND PACKAGING

3.1 The design of the cards must be submitted digitally to Worldline via Worldline's documents and procedures. Setup costs are included in the price of the cards. For PMS colours there is a surcharge per colour which depends on the edition.

3.2 The packaging design must be submitted digitally via Worldline's documents and procedures. Setup costs are included in the price of the cards. For PMS colours there is a surcharge per colour which depends on the edition.

3.3 Worldline is not required to examine the items received for suitability or completeness.

3.4 Deviations between the printed cards and packaging and the original

design, the typesetting or printing proof that in all reasonableness have no or only a minor influence on the use of the card or the packaging shall be accepted by the Scheme Owner and shall not give rise to rejection or compensation. Under or overproduction of 10% shall be authorized in accordance with the conditions of the graphic industry.

3.5 The Scheme Owner shall guarantee that the design of the cards and the packaging does not infringe any rights of third parties. The Scheme Owner shall indemnify Worldline against any infringements of intellectual property rights by Worldline when printing and providing the cards and packaging.

4. TERM OF THE AGREEMENT

4.1 The agreement shall be concluded for a period of one year and shall be tacitly renewed for an indefinite period of time. Either Party may terminate the agreement by the initial period of time of one year or after the renewal thereof by serving notice of three months by registered letter. The agreement shall be terminated on the first day of the month after the expiry of the notice period.

5. TRANSACTIONS

5.1 Worldline shall authorize the requested Transaction if the card and its use correspond to the variable data associated with the relevant card.

5.2 Worldline shall register all data relating to the executed Transactions in the central database and make these available to the Scheme Owner via the portal.

5.3 The Scheme Owner must keep the password and username received from Worldline to log in to the portal(s) secret and provide it to third parties only if and insofar as this is necessary for the performance of their work.

6. RESPONSIBILITIES

6.1 The Scheme Owner shall be fully responsible and liable for all requests

for activations, deactivations and changes.

6.2 The Scheme Owner shall be responsible for all cash flows within the Scheme and Worldline shall in no way be responsible for the financial settlement of the Transactions.

6.3 Worldline shall strive for undisturbed operability of the equipment and infrastructure under its management as much as possible, but shall provide no guarantees in that respect.

7. REMUNERATION AND INVOICES

7.1 The costs of the Scheme shall be fixed regardless of the number of cards, card numbers, payment terminals and of points of sale.

7.2 The periodic fixed costs shall be invoiced monthly in advance. The subscription costs for the payment terminals shall be based on the number of active payment terminals on the first day of the month. The invoicing of the Transactions takes place monthly at the end of the month.

8. DEFINITIONS

Authorization: The process of assessing whether a card can be charged for a proposed Transaction.

Scheme: A combination of hardware and software that enables a defined group of users to carry out Transactions in a limited number of point of sales that are under the control of (or closely contractually associated with) the Scheme Owner at the Scheme Owner's specified payment terminals, including the specially used designed cards issued by the Scheme Owner, upgraded up and debited.

Scheme Owner: The Scheme's administrative and financial administrator. The Merchant is the Scheme Owner.

Transaction: The exchange of data by and between the cardholder and Worldline that ensures that the cardholder's card is credited or debited for the agreed amount.