



## Terms and conditions General

### 1. GENERAL

- 1.1 These general terms and conditions shall apply to all services and products that Worldline offers to you (hereinafter referred to as the "Merchant"). Additional terms and conditions shall apply, depending on the services and products purchased (e.g. Terms and Conditions on Payment terminals or Terms and Conditions on Card Acceptance). In the event of a discrepancy between the Terms and Conditions General and the additional terms and conditions, that specific condition of the additional terms and condition shall take precedence over the conflicting provision 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 or the additional terms and conditions.
- 1.2 Any purchase or other contractual terms and conditions of the Merchant shall not apply. The provisions of the United Nations Convention on Contracts for the International Sale of Goods (the Vienna Convention) shall not apply either.
- 1.3 Deviations from the Terms and Conditions General and the additional terms and conditions shall be valid only if they have been agreed in writing by and between the legal representative(s) of Worldline and the Merchant.
- 1.4 The Merchant shall act in the exercise of a profession or business.
- 1.5 The Merchant shall agree that Worldline can provide documents and information to the Merchant by electronic means also (e.g. via e-mail or via the website). Such documents and information shall be legally binding and have the same evidential value as paper versions.

- 1.6 The Merchant and Worldline shall be jointly hereinafter referred to as the 'Parties' and individually as 'Party'.
- 1.7 The use of the singular shall include the plural and vice versa, unless the context should explicitly indicate otherwise.

### 2. DATA CONFIDENTIALITY

- 2.1 Personal data shall be processed by Worldline according its Privacy Notice of Worldline, as posted on [www.pinnen.nl](http://www.pinnen.nl).
- 2.2 The Parties shall keep the agreed rates, company details and documents of the other Party confidential. This confidentiality obligation shall not apply to confidential information which the receiving Party can prove that the information:
- was already in the public domain at the time it was received or became part thereof through no fault or action of the receiving Party;
  - was in the possession of the receiving Party and was not received subject to an obligation of confidentiality;
  - was received legally from another party; or
  - had to be provided pursuant to a legal provision or to another party in the chain so that a payment card could be accepted;
  - developed or produced independently from information received by the other Party.

### 3. INTELLECTUAL PROPERTY

- 3.1 All intellectual property rights to the products, services, software and documentation shall remain the property of Worldline or its suppliers. The Merchant shall not adapt, copy, decompile reverse engineer, disclose, transfer or make available such rights to third parties without the prior explicit written consent of Worldline.
- 3.2 Worldline shall grant a limited, non-exclusive, non-transferable right of

use (license) to the software and documentation to the Merchant, if and insofar as necessary for the performance of the agreement.

- 3.3 Worldline shall indemnify the Merchant against any claim by a third party found to be justified by either Worldline or a competent court, to the effect that the use of a product or service Worldline infringes the intellectual property rights of a third party, if:

- the Merchant shall inform Worldline immediately that it is aware of such a claim and shall refrain from any action thereon without the prior written consent of Worldline;
- the alleged infringement is not caused by the fact that the Merchant uses the product or service in a manner other than as authorized by Worldline;
- the alleged infringement is not caused by the fact that the Merchant uses another product or service not supplied by Worldline;
- at the request of Worldline, the Merchant discontinues the use of the product or the service immediately, so such use will no longer infringe the (possible) intellectual property rights of third parties.

In such a case, Worldline shall, at its discretion and expense, ensure that:

- the Merchant can continue to use the product or service; or
- the product or service is replaced or adapted;

if the above options are not economically viable, the Merchant shall, at the request of Worldline, discontinue the use of the product or the service immediately and return the product to Worldline, whereupon Worldline shall reimburse the purchase price of the product, minus a reasonable depreciation for use by the Merchant.

#### 4. FORCE MAJEURE

4.1 A Party shall not be required to fulfil any obligation if it is prevented from doing so as a result of force majeure. For Worldline, force majeure shall include: international conflicts, epidemics, quarantines, natural disasters, measures taken by a government or supervisory authority, licensors, acquirers or owners of payment methods, malfunctions in the systems of the payment card companies or Worldline, disasters at engaged third parties or among its own personnel and failures in electricity facilities or communication connections.

4.2 If the force majeure lasts more than 30 days, either Party may terminate the agreement with immediate effect, without being liable for damages.

#### 5. COMPLAINTS

5.1 The installation or implementation of a product or service shall be accepted if the Merchant has not sent a written notice to Worldline stating the reason why it cannot accept the product or service, within 5 (five) bank business days after the installation or implementation.

5.2 If, during the term of the agreement, the Merchant should detect a defect in a product supplied or service provided by Worldline that is (possibly) attributable to Worldline, it must inform Worldline accordingly in writing within 10 (ten) days of the detection thereof. It shall be up to the Merchant to demonstrate that it could not have been aware of the defect earlier.

5.3 Complaints about invoices (e.g. incorrectly invoiced amounts) must be lodged to Worldline by means of relevant written notice within 15 (fifteen) days after the invoice date.

#### 6. GENERAL TERMS AND CONDITIONS OF TERMINATION AND SUSPENSION POSSIBILITIES

6.1 Either Party may terminate the agreement in writing at any time with immediate effect or suspend the performance of the work, without judicial intervention and without being required to pay any compensation, if:

- the other Party, even after receipt of a proper notice of default, fails culpably to fulfil its obligations arising out of the agreement;

- the other Party applies for - or has been granted - suspension of payments or bankruptcy; or
- the other Party may be in conflict with a legal provision if the agreement is continued.

6.2 Worldline shall be authorized to terminate the agreement in writing at any time with immediate effect or to suspend the performance of the work, without judicial intervention and without being required to pay any compensation, if:

- Worldline should deem it necessary for its security and integrity, products, services, and electronic network or for the electronic payment traffic in general;
- there are facts or indications regarding the unlawful or fraudulent use of the products or services or fraud in general with regard to the Merchant; or
- there is a change at the Merchant, e.g. a change in the Merchant's ownership or control, as result of which Worldline has to terminate the agreement.

6.3 Worldline may terminate the agreement, partly or completely, in writing at any time with a notice period of one month.

6.4 Provisions which explicitly or by their nature are to remain in force after termination shall remain in force after expiry or termination, including this Article 6.4 and Articles 2, 3, 5, 8, 9, 10.4, 10.5, 10.9, 10.10, 10.13 and 11.

6.5 If the Parties agree to continue the agreement after it is terminated, the costs for making products and services available again shall be borne by the Merchant.

#### 7. AMENDMENT OF THE TERMS AND CONDITIONS

7.1 All amounts may be indexed by Worldline annually on one January, without further notice, in accordance with the following formula:  $\text{new amount} = \text{previous amount} \times (0,2 + 0,8 \times \text{new index/previous index})$ .

7.2 Worldline shall be entitled to revise the terms and conditions of the agreement fully or partially at any time, including -- but not limited to -- the agreed rates. The changes or additions shall be binding for 1 (one) month after notification. If the

Merchant does not wish to accept the change or addition to the conditions, it must notify Worldline accordingly in writing before the end of this month. In such a case, the agreement shall be terminated by the date of entry into force of the change or additions. Worldline shall be entitled to implement such changes in its products, services and software (as well as in the associated documents and procedures) as it should deem necessary or useful, for example for reasons of business continuity, or for the development and security of the payment system or Worldline's electronic network or payment products. The Merchant shall accept these changes, and shall comply with Worldline's instructions regarding the implementation thereof.

7.3

#### 8. VAT, INTEREST, (EXTRA) JUDICIAL (COLLECTION) COSTS AND OFFSET

8.1 All prices shall be exclusive of VAT and levies imposed by the government. The VAT and levies shall be charged to the Merchant

8.2 If an invoice is not paid when due, the Merchant shall be in default by operation of law, and Worldline shall be entitled to charge the statutory (commercial) interest, as well as extrajudicial collection costs of 15% of the principal amount due, with a minimum of € 100,- for collection of the outstanding debts.

8.3 Worldline shall not be required to pay interest on outstanding claims or (temporarily) unpaid amounts.

8.4 Worldline shall be entitled to offset all amounts owed by the Merchant for which the invoice term has expired against any amounts that Worldline must pay to the Merchant. The latter may offset any amounts only with the prior, written consent of Worldline.

#### 9. LIABILITY

9.1 Worldline shall be liable only for damage resulting from a culpable failure on the part of Worldline. Such liability shall arise only if the Merchant serves Worldline written relevant notice within the period for lodging complaints stipulated in Article 5 of these terms and conditions.

9.2 Worldline shall not be liable for any indirect damage arising out of or in connection with the performance of

	the agreement, unless there was intent or deliberate recklessness on the part of Worldline. Indirect damages shall include, but not be limited to, loss of goodwill, loss of data, loss of profit, loss of turnover, loss of savings and loss due to business interruption.		this license or permission has been obtained.	10.13	If a provision is deemed null and void, all other provisions shall remain in effect. The void provision shall be replaced by a valid provision that matches the purpose and scope of the void provision as closely as possible.
9.3	The maximum liability of Worldline shall in all cases be limited to 30% of the relevant part of the total amount effectively paid by the Merchant to Worldline in the year prior to the date that the loss was caused. The "relevant part" shall be defined as that part that pertains to the service, software or product associated with (or that triggered) the loss. If this part cannot be deduced explicitly, it shall be determined in good faith by the Parties by taking into account the share of the service, software or product concerned in the total amount. Amounts payable by Worldline to third parties (such as interchange fees and scheme fees on Transactions in the case of an acquiring agreement) shall never form part of the 'relevant part'. A series of connected events shall be deemed to be a single event.	10.3 10.4 10.5 10.6	Worldline shall make reasonable efforts to provide services and supply products in accordance with the agreement. The Merchant shall be required to cooperate in the performance of the services and activities by Worldline free of charge. Such cooperation shall entail in particular that the Merchant makes the necessary information and data available in a timely manner and, where applicable, grants access to its location. The Merchant shall use the Worldline name and logos on with the prior, written consent of Worldline and in a way that cannot damage Worldline's image and reputation. Worldline shall be entitled to require the Merchant to provide (additional) security in a form to be determined by Worldline. If the Merchant fails to provide the required security, Worldline shall be entitled, to suspend the performance of the agreement immediately, without prejudice to its other rights, and all that the Merchant owes, for whatever reason, shall become due and payable immediately.		<b>11. APPLICABLE LAW AND COMPETENT COURT</b> 11.1 The agreement shall be governed exclusively by Dutch law. 11.2 Any dispute, controversy or claim arising out of, in relating to or in connection with the agreement shall be submitted to the exclusive jurisdiction of the district courts of Utrecht. Worldline shall also be authorized to submit a dispute, controversy or claim before the competent court in the district where the Merchant is located.
9.4	The Merchant shall indemnify and harmless Worldline harmless against all damage suffered by Worldline from claims by third parties, including but not limited to those of the Merchant's customers, which are related to the performance of the agreement and the use of the products and services of Worldline by the Merchant, except insofar as it has been established by an irrevocable judgment that the damage is the result of intent or wilful recklessness on the part of Worldline.	10.7 10.8 10.9	Worldline may impose additional terms, conditions and instructions as well as to withdraw certain consents at all times. The Merchant shall not be authorized to transfer the agreement, in whole or in part, to a third party without the prior written consent of Worldline. The latter shall be entitled to transfer the agreement to another entity within the Worldline group. The Merchant shall be fully liable for the actions of its employees and the third parties engaged by it. The Merchant shall also be liable for other persons who could commit fraud or abuse with or through it.		
<b>10. OTHER PROVISIONS</b>					
10.1	Telecommunication connections and electricity facilities shall be the responsibility of the Merchant and are not part of the services that Worldline provides, unless otherwise agreed in the GPRS agreement.	10.10 10.11	In the event of a (suspected) fraud, Worldline shall be entitled to report it directly or via a third party. Worldline shall be entitled to engage third parties for the performance of the agreement.		
10.2	The Parties shall comply with the applicable laws and regulations and shall not supply products or provide services that are immoral. If a license or official permission is required to supply the products or provide the services in the country of sale, the Party concerned shall ensure that	10.12	If your firm has or establishes any connection with a third party (natural persons or legal entities) who are on (inter)national sanctions lists, such as the OFAC, the Merchant must report this in writing to Worldline as soon as possible.		