



## Terms and Conditions For Payment Terminals

### PART 1 GENERAL

#### 1. GENERAL

- 1.1 These Terms and Conditions for Payment Terminals and the Terms and Conditions General shall apply to the payment terminals Worldline offers to Merchants. 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 Payment Terminals.
- 1.2 Part 2 of these Terms and Conditions for Payment Terminals shall apply to the Merchant that buys one or more payment terminals from Worldline.
- 1.3 Part 3 of these Terms and Conditions for Payment Terminals shall apply to the Merchant that rents one or more payment terminals from Worldline.
- 1.4 Part 4 of these Terms and Conditions for Payment Terminals concerns the maintenance agreement with Worldline, and, like part 1, shall apply to the Merchant who buys the payment terminal from Worldline and the Merchant who rents the payment terminal from Worldline.
- 1.5 Part 5 of these Terms and Conditions for Payment Terminals shall apply to the GPRS service (mobile card transactions via the GPRS network) that can be contracted separately for the telecommunication of the Worldline payment terminal.
- 1.6 The agreement shall be concluded at the time Worldline under the condition precedent that it is accepted by Worldline. The agreement shall thus be entered into when Worldline has received a signed agreement from the Merchant.
- 1.7 If the owner of a sole proprietorship dies, the maintenance agreement may be terminated immediately without notice, provided that written proof of death is provided to Worldline. Amounts already charged shall not be refunded or credited.
- 1.8 If the Merchant cannot use the payment terminal for any reason whatsoever, the Merchant shall not be entitled to suspend payments to

Worldline, to terminate or dissolve the agreement, in whole or in part.

- 1.9 All payments shall first be deducted from any (extra)judicial costs owed, then from the interest and finally from the oldest outstanding invoices.
- 1.10 Amounts already charged for rent or maintenance shall not be refunded or credited.
- 1.11 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 event 10 (ten) business days before it comes into effect:
- The statutory name or one of the trade names used;
  - The business address, correspondence address, billing address or e-mail address;
  - The registration number at the Chamber of Commerce; and
  - Any change in the name or number of the bank account number (in case of a rental agreement).

#### 2. INSTALLATION OF THE PAYMENT TERMINAL

- 2.1 The Merchant shall choose the location of the payment terminal, with due observance of Worldline's instructions and the user manual of the payment terminal. If a technician comes to install the payment terminal, the Merchant shall ensure that the place of said installation is ready in advance.
- 2.2 For payment terminals that must be connected at a fixed location, the Merchant must have a working electricity supply and a telecommunication or internet connection for the payment terminal near the location where said terminal is installed.

#### 3. MAINTENANCE AND USE OF THE PAYMENT TERMINAL

- 3.1 Technical brochures and user manuals explaining the operation and method of use of a payment terminal shall constitute an integral part of the agreement. The Merchant shall comply with the instructions in said brochures and user manuals.

- 3.2 The Merchant shall use the payment terminal only within the (business) premises as stated in the agreement, unless a wireless mobile payment terminal is at issue or the Merchant has received prior written permission from Worldline.

- 3.3 The Merchant shall use the payment terminal with the necessary care, for the purpose for which it is intended.

- 3.4 The Merchant shall not rent, sell or otherwise place the payment terminal at the disposal of third parties, without the prior, written consent of Worldline.

- 3.5 The Merchant shall not open a payment terminal, except and insofar as strictly necessary in order to replace paper rolls. The Merchant shall be responsible for the replacement of the paper rolls and the material required for that purpose.

- 3.6 The Merchant shall be strictly prohibited from adapting, repairing, programming or changing a payment terminal and associated accessories without the prior, written consent of Worldline. In the event of non-compliance with this requirement, Worldline shall be entitled to remove the built-in software and security modules from the payment terminal with immediate effect or to confiscate the payment terminal in the event of rental, without having to indemnify the Merchant, whereby the latter shall reimburse the related costs to Worldline.

- 3.7 In the event of a malfunction in a payment terminal, the Merchant shall grant Worldline explicit permission to take the payment terminal in order to examine the security memory thereof. In such a case, Worldline shall offer a replacement payment terminal to the Merchant.

- 3.8 Worldline shall be entitled to inspect a payment terminal at any time without prior notice. The Merchant undertakes to cooperate accordingly this free of charge.

#### 4. DAMAGE AND LOSS

- 4.1 Any damage, any loss or theft of (parts of) the payment terminal,

irrespective of whether the foregoing is attributable to the Merchant, must be reported by the latter by telephone to Worldline within 24 hours and confirmed immediately afterwards in writing.

4.2 By way of departure from Article 9.3, liability, of the Terms and Conditions General, Worldline's liability in the event of a defect in a payment terminal shall limited be to the repair or replacement of the payment terminal (at the discretion of Worldline).

4.3 The Merchant shall be fully responsible for loss, destruction, damage and theft of the payment terminal as of delivery there. Worldline advises the Merchant to take out an insurance to cover such risks.

## **PART 2 PURCHASE OF A PAYMENT TERMINAL**

### **5. APPLICABILITY OF PART 2**

5.1 This part 2 of the Terms and Conditions for Payment Terminals shall apply to the Merchant who purchases a payment terminal from Worldline.

### **6. ACQUISITION OF THE PAYMENT TERMINAL AND RETENTION OF OWNERSHIP**

6.1 The Merchant shall purchase the payment terminal and associated accessories from Worldline. The Worldline software shall be part of the payment terminal. Said software, including the security modules, shall not be part of the purchase and shall remain the exclusive property of Worldline at all times.

6.2 All products delivered by Worldline shall remain the property of Worldline until the Merchant has complied fully with all its payment obligations towards Worldline under the agreement concluded with Worldline for the delivery of the products or the performance of work or provision of services. The Merchant shall be required to keep the products delivered under retention of title with due care and as recognizable property of Worldline until the ownership has been transferred. Worldline shall also be authorized to take such measures as necessary to safeguard its right of ownership.

6.3 If third parties wish to assert rights on the payment terminal, or take or threaten to take other measures, then the Merchant shall be required to inform such a third party immediately of Worldline's right of ownership on the software, including the security modules, and possibly to the payment terminal and to notify Worldline accordingly in writing as soon as possible. The Merchant shall take such measures as to safeguard

Worldline's property rights. If Worldline itself has to make the necessary arrangements, the Merchant shall reimburse Worldline for the reasonable costs involved.

6.4 The Merchant shall pay the purchase price owed as well as the installation costs, plus VAT, to Worldline within 14 (fourteen) business days as of the invoice date.

6.5 The Merchant shall undertake to make the payment terminal available to Worldline upon request, free of charge and in an undamaged condition, in order to remove the software, including the security modules, if:

- the payment terminal is taken out of use;
- the payment terminal has been misused;
- fraud has been committed with the payment terminal; or if
- the Merchant has acted in breach of the agreement.

## **PART 3 RENTAL OF THE PAYMENT TERMINAL**

### **7. TERM AND BILLING**

7.1 The agreement shall be entered into force for a rental period of 24 (twenty-four) or 36 (thirty-six) months, commencing at the time of delivery of the payment terminal at the address specified by the Merchant. It shall be automatically renewed each time with a new period of 12 (twelve) months, unless terminated by the Merchant by registered letter, at the latest 3 (three) months before the expiry of the current term. The period of 3 (three) months shall start on the first day of the calendar month following receipt of the notice of termination.

7.2 The monthly rent shall be invoiced quarterly in advance.

### **8. COMPENSATION IN CASE OF PREMATURE TERMINATION OF THE AGREEMENT**

8.1 in the event that Worldline terminates the rental agreement within a period of 36 (thirty-six) (months in accordance with Article 6.1 or 6.2, termination conditions, of the Terms and Conditions General, or if the Merchant decides to terminate the rental agreement prematurely, the latter shall pay the following compensation to Worldline:

- If the termination takes place in the first year of the agreement, the lump sum compensation will be equal to twelve (12) months of rent;
- If the termination takes place in the second year of the agreement, the fixed compensation

shall be equal to 10 (ten) months' rent;

- If the termination takes place in the third year of the agreement, the fixed compensation shall be equal to 8 (eight) months' rent.

8.2 In the event that Worldline terminates the rental agreement with a period of 24 (twenty-four) months in accordance with Articles 6.1 or 6.2 termination conditions, of the Terms and Conditions General, or if the Merchant decides to terminate the rental agreement prematurely, the latter shall pay for the complete 24 (twenty-four) months rental period.

8.3 Upon termination of the agreement, the Merchant shall return the payment terminal immediately to Worldline, at its expense and risk. Any costs that Worldline must incur to regain possession of the payment terminal shall be reimbursed by the Merchant.

## **9. PAYMENTS**

9.1 The Merchant shall agree to a direct debit from the Merchant's bank account for the collection of all claims under the agreement via a standing order. The Merchant shall take such steps as necessary to issue the direct debit.

9.2 If the Merchant revokes the direct debit, Worldline shall be authorized to suspend its contractual obligations until a new direct debit has been issued. All related costs shall be borne by the Merchant.

9.3 All payments shall first be deducted from any (extra)judicial (collection) costs owed, then from the interest and finally from the oldest outstanding invoices.

## **PART 4 TERMS AND CONDITIONS OF THE MAINTENANCE AGREEMENT**

### **10. MAINTENANCE OF THE PAYMENT TERMINAL**

10.1 The rental of the payment terminal shall include a maintenance agreement for the term of the rental agreement.

10.2 If the payment terminal is purchased, the Merchant must conclude a maintenance agreement. The license cannot be used and the associated software of the payment terminal needed to use the payment terminal will not work without such a maintenance agreement. Said agreement shall entered into for 12 (twelve) months and shall be renewed automatically each time with a new period of 12 (twelve) month, unless the Merchant should terminate it in writing with a notice period of three months. The costs for the

10.3 maintenance agreement shall be invoiced annually in advance.

10.3 Each maintenance agreement shall include help desk support and software updates.

10.4 The Merchant shall inform the technical helpdesk of Worldline by telephone about any malfunctions or the poor operation of a payment terminal, as soon as possible. Worldline shall then perform maintenance in accordance with the purchased maintenance agreement:

a) Basic maintenance agreement: Repairs shall be made upon request against payment, if possible within three business days of notification.

b) All-in maintenance agreement: Worldline shall visit the Merchant within 24 hours of the latter's call, with due observance of the opening hours of the Merchant (operating point) and Worldline's working hours (between 08:30 am and 5:30 pm, with the exception of Saturday, Sunday and public holidays) as specified in the maintenance agreement.

The maintenance of a malfunctioning payment terminal shall include:

- the visit by a technician to the relevant payment terminal;
- the detection of any malfunctions or irregularities in the operation of the payment terminal; and
- the repair or replacement (at Worldline's discretion) defective parts that have caused the malfunctions or irregularities of the payment terminal.

If desired, the Merchant may also request Worldline to visit on regular shopping evenings (between 5:30 and 9:00 pm, if the notification is received by Worldline before 6:00 pm), Saturday or Sunday (between 8:30 am and 5:30 pm, if the notification is received before 12:00 noon) against payment of the fee specified in the agreement. If it is not possible for Worldline to visit the same evening or day, it shall visit the Merchant the next business day.

c) All-in plus maintenance agreement

The maintenance provided under this maintenance agreement shall be the same as under the All-in maintenance agreement, as described above under b), with the difference that Worldline shall come within 24 hours after the call of the Merchant, with due observance of the opening hours of the Merchant (operating point) and the working hours of Worldline (between 8:30 am and 5:30 pm (also on Saturdays), except on Sundays and public holidays).

10.5 In the case of a replacement service, the payment terminal or the parts thereof shall be exchanged within two business days after notification by the Merchant. In such a case, the transport costs shall be borne by Worldline. In the case of a carry-in service, the payment terminal or parts thereof shall be returned repaired within three working days of receipt of the payment terminal. In the case of a carry-in service, the transport costs shall be borne by the Merchant.

10.6 The following repairs and costs shall be no part of the agreement and shall be charged separately:

- malfunctions caused by an operating error or by using a payment terminal for purposes for which it is not intended or suitable. This includes damage caused by handling that this device cannot withstand, such as electric shock, severe shocks and knocks, immersion in liquids, use of non-recommended cleaning products;
- unnecessary arrival at the location by Worldline, after a call from the Merchant;
- damage due to maintenance and/or repairs carried out by persons other than the person authorized by Worldline;
- repairs to remedy malfunctioning of a payment terminal, caused by equipment or software not supplied by Worldline, or by a poor power supply and/or telecommunication connection;
- damage due to negligence, accident, burglary, vandalism, sabotage, strikes, demonstrations or other violence;
- damage caused by accidents or disasters beyond Worldline's control, such as lightning, fire, water, building collapse;
- damage caused by the use of bad, damaged or non-ISO compliant cards;
- cleaning and maintenance of the outside of a payment terminal;
- replacement or supply of accessories or consumables, such as paper, battery, and cleaning cards;
- costs for additional services requested by the Merchant.

## **PART 5 TERMS AND CONDITIONS FOR GPRS**

### **11. GENERAL**

11.1 These terms and conditions for GPRS shall apply if the GPRS

service (mobile debit cards via the GPRS network) for the telecommunications of the Worldline payment terminal is taken out in addition to the purchase or rental agreement for a payment terminal.

### **12. TERM AND TERMINATION OF THE GPRS AGREEMENT**

12.1 The GPRS agreement shall be concluded at the time that the Merchant signs the agreement under the condition precedent that the agreement is accepted by Worldline. The latter shall confirm the acceptance of the agreement. The GPRS agreement shall be entered into for a fixed period of 36 months commencing on the date of delivery. The GPRS agreement shall be renewed automatically each time with a new period of 12 (twelve) months, unless the Merchant terminates the agreement by registered letter, at the latest 3 (three) months before the expiry of the current term. The period of 3 (three) months shall start on the first day of the calendar month following receipt of the notice of termination.

12.2 The GPRS service shall end also if all services associated with the subscription have been terminated.

### **13. PRICE**

13.1 The monthly subscription price payable by the Merchant shall be charged quarterly in advance when a payment terminal is rented, and shall be invoiced annually in advance in the case of a purchase agreement for a payment terminal. If the GPRS agreement is terminated, amounts already charged shall not be refunded or credited.

### **14. USE OF THE PAYMENT TERMINAL WITH THE GPRS SERVICE**

14.1 The Merchant acknowledges that it is aware that the operation of the payment terminal over the GPRS network is possible only at those locations where there is sufficient coverage of said network. Worldline shall in no way be liable for damage, of whatever nature, that is the result of the non-functioning or incorrect functioning of the telecommunication connection and/or power supply.

### **15. OWNERSHIP OF THE SIM CARD**

15.1 The SIM card and the mobile number associated with the GPRS service shall remain the exclusive property of Worldline.

15.2 Upon termination of the GPRS agreement, the Merchant shall return the SIM card immediately to Worldline in undamaged condition, at its expense and risk. All costs incurred by Worldline in order to regain

possession of the payment terminals shall be reimbursed by the Merchant.