



Service Conditions Sips

1. DESCRIPTION OF THE SERVICE

1.1. The "Sips" service offers the Merchant an online payment tool, using dedicated forms tailored for the payment protocol of a Card.

2. ONLINE PAYMENT TRANSACTION

2.1. When the Buyer wants to make a payment using a Card, then Worldline shall make an online authorization request for every transaction.

2.2. Regardless of the result of the authorization request (acceptance or rejection), and regardless of the type of payment, the Card issuer's reply will be systematically sent to the Buyer and the Merchant's server.

2.3. Worldline will transfer accepted transactions to the payment service provider(s) indicated on the Order Form/Cover Document. Worldline will keep a register of the processed transactions for a period of six months.

The Merchant acknowledges that Worldline has the right to verify the Merchant's transactions in advance, and has the right to refuse to execute a transaction if there exist facts or objective indications that the transaction relates to an unlawful or fraudulent sale, or a sale that does not comply with the rules of the Card Scheme. To the extent commercially reasonable and permitted by law, Worldline will inform the Merchant as soon as possible about refused transactions.

3. CARD AUTHORIZATION VERIFICATION

3.1. Card authorization verifications will be performed sequentially, as soon as the data arrives at Worldline's payment platform, on the basis of the information provided and confirmed by the Buyer (Card number, expiry date and visual cryptogram), in the format used for entering bank details.

3.2. These verifications will consist of the following elements:

- The expiry date will be verified to make sure that it is of a later date than the transaction date.
- The presence and numeric composition of the visual cryptogram will be verified.
- The Card number will be verified to check whether it contains between 10 and 19 characters,

and whether it consists of numerical characters.

- The mathematical probability of the Card number will be verified.

3.3. If these controls do not result in any negative elements, then the process to initiate an authorization request will be activated.

3.4. If these controls do produce negative elements, then the Buyer will be asked to repeat the procedure. The transaction will be aborted after three unsuccessful attempts.

4. PAYMENT SYSTEM MANAGEMENT

The Merchant can have online access to the payment transactions that are logged by the Sips service, in order to consult transactions, confirm transactions (entirely or partially), cancel transactions, perform reimbursements or force transactions.

5. REPORTING

5.1. Worldline shall not exchange any sensitive information about the Buyer (name, address, Card number, etc.) with the Merchant.

5.2. The Merchant understands and accepts that the integrity of overviews sent by email cannot be guaranteed.

6. IMPLEMENTATION OF THE SIPS-SERVICE

6.1. Overview

The implementation of the Sips service shall be realized in three phases: the installation and testing of the Sips Connector, the end-to-end acceptance procedure of the Sips Connector, and finally the go-live (production mode).

6.2. Installation and test of the Sips Connector

As soon as Worldline has received the Order Form/Cover Document signed by the Merchant, Worldline will provide the Merchant with:

- the associated detailed technical documentation, including examples for implementation of the Sips Connector for standard cases; and
- a Production Certificate, sent specifically to the Merchant by secure email.

As custodian of the Sips Connector and the Production Certificate, the Merchant undertakes to keep this information strictly confidential. Without prejudice to the generality of the previous sentence, the Merchant shall at least comply with the following basic security precautions:

- the Production Certificates shall not be stored in a public directory, or be accessible from the Internet;
- the Production Certificates directory shall not be indexed by search engines or have been the subject of indexation in the past (as the access path would remain stored in the search engine's cache memory); and
- the Sips Connector shall be installed by subject matter expert.

6.3. End-to-end acceptance procedure of the Sips Connector

Once the integration of the Sips Connector is finalized, the Merchant shall use the Production Certificate delivered by Worldline to perform at least one test (connection and parameters). This pre-production test shall be performed by the Merchant using real card numbers. Worldline emphasizes that the use of real card numbers is the Merchant's responsibility, which is why it is recommended to perform the tests using small transaction amounts.

Once the Merchant has successfully completed these pre-production tests (which will be confirmed by a positive reply to an authorization request), he will send a signed statement of acceptance to Worldline, specifying the date on which he intends to start production use.

6.4. Go-live

Worldline will perform the go-live from Monday to Thursday (except on Belgian public holidays). Receipt of the statement of acceptance shall also imply approval for production use. During the days following the go-live, the Merchant shall verify whether his bank account is actually credited with the Sips transactions performed. If such would not be the case, then he shall immediately notify Worldline.

If, within three months after receipt of the Production Certificate by the Merchant, Worldline has not received the statement of acceptance, then Worldline shall be entitled to terminate the Contract by

registered mail, and to request the Merchant to return the Sips Connector and the documentation, or to deliver the proof of their destruction.

7. MAINTENANCE

7.1. Preventative and security-related maintenance

Worldline can temporarily suspend the Sips service to perform technical maintenance, in particular with respect to security patches and PCI/DSS recommendations.

Worldline will use reasonable efforts to announce such technical maintenance one calendar week in advance, by sending an email to the email address mentioned on the Order Form/Cover Document.

7.2. Corrective maintenance

Worldline will use reasonable efforts to grant the Merchant access to the Sips service in a manner that is as uninterrupted as possible.

Worldline will inform the Merchant about interruptions to the Sips service by email, by sending an email to the email address mentioned on the Order Form/Cover Document.

If interruptions would be caused by the external parties (e.g., the authorization server of an issuer or financial institution), then the role of Worldline will be limited to informing such parties about the interruptions, in order to allow them to take necessary measures.

8. OBLIGATIONS OF WORLDLINE

8.1. Worldline will deliver the necessary efforts to provide the Sips service in accordance with industry practices.

8.2. Worldline will use reasonable efforts to provide a reliable service by using server authentication, signing messages, and protecting data exchanges. The Merchant nevertheless acknowledges

the unpredictable nature of the Internet, the complexity of software, the multitude of parties and factors involved, as well as the increased risk of hacking.

Worldline reminds the Merchant that the security of payments between the Buyer's computer and the payment service depends on the use of SSL ("Secure Socket Layer", a cryptographic protocol that allows to transport information over the Internet in a confidential manner). Worldline does not have any impact on elements such as the general operation of the Internet, telecommunications networks, third-party servers, etc.

8.3. Worldline will use reasonable efforts to provide continuity and quality when delivering the Sips service. The parties can agree upon a separate Service Level Agreement if the Merchant performs more than 50.000 transactions per month.

8.4. Worldline's duty to advise the Merchant shall be explicitly limited to the technical conditions for using the Sips service. It shall not include the information duties of the financial institutions.

8.5. Worldline will use reasonable efforts to repair reproducible defects, to the extent they lie within Worldline's control. If the Merchant would detect an error, then he will inform his contact person at Worldline in writing or by email as soon as possible about the error and its symptoms. Worldline will then provide a written answer, in which it will try to include repair measures and a planning for implementation.

9. OBLIGATIONS OF THE MERCHANT

9.1. The Merchant shall be responsible for storing the Sips Connector and the relevant documentation as from their receipt.

9.2. The Merchant shall ensure that his web site is secure, and shall inform Worldline about every fraudulent use of the Sips service.

9.3. The Merchant shall strictly comply with the PCI/DSS rules for safeguarding Card data.

9.4. The Merchant shall himself be responsible for the products and services offered to Buyers. Worldline shall not be responsible for any information, messages, photos and general contents emanating from the Merchant or his web site.

9.5. The merchant shall take full responsibility for all consequences of every change applied by himself or any third party to the Sips service, in particular for the consequences of every change and/or disruption of the software that can modify the nature of the Sips service.

10. DEFINITIONS

- Buyer: internet user who performs payments on the Merchant's web site for a product or service offered by the Merchant on his web site.
- PCI/DSS (*Payment Card Industry Data Security Standards*): an international standard supported by the most important credit card companies, such as Visa and MasterCard International, which intends to avoid the abuse of credit card data. See <https://www.pcisecuritystandards.org>.
- Product Certificate: certificate which consists of a security key that allows to ensure the security and integrity of a payment.
- Sips Connector: software (API or *Application Programming Interface*) developed by Worldline, which is installed at the Merchant or his hosting provider, and allows secure data exchange with the Sips platform.