



Special Conditions Service Level Agreement for Bancontact

1. CONTEXT AND APPLICABILITY

This Service Level Agreement applies to Worldline's provision of the Bancontact Service towards Target Merchants. It forms an integral part of the Special Conditions Bancontact .

This document was developed in cooperation with the Belgian merchant federations Comeos, NSZ, SDI/SDZ, UCM and Unizo. They will periodically discuss its contents and possible changes to it, and monitor the performance of the achieved service levels. These merchant federations have also agreed to be available to take on questions merchants may have about this document or the service levels.

2. SERVICE LEVEL OBJECTIVES

2.1. Support for the Bancontact Service outside Incident Periods

Worldline will maximize problem resolution when handling support requests as from the first contact with the Merchant.

- During its opening hoursⁱ, at least 90% of all incoming support calls made to the Customer Contact Centre by Target Merchants will be answered. Among those answered calls, at least 80% will be answered in less than 20 seconds, which means that 72% of all incoming calls will be answered in less than 20 seconds.
- During its service hours (every calendar day from 9:00 to 22:00), 90% of all emails from Target Merchants that reach the "how can we help you" mailbox (*hoekunnen-wehelpen@worldline.com* / *commentpouvonsnousaider@worldline.com*) will be followed up within one service hour.

This service level is calculated over an entire year (from April 1st to March 31st). If, at the beginning of April, it turns out that the service level objective for the previous twelve months was not reached, then 50 Bancontact Free Transactions will be assigned to the invoice sent to the Merchant in May.

2.2. Support for the Bancontact Service during Incident Periods

90% of all Target Merchants who subscribed to the Notification Serviceⁱⁱ will be notified of an Incident that impacts them, within one hour of the com-

mencement of the Incident Period, through e-mail or SMS.

This service level is calculated over an entire year (from April 1st to March 31st). If, at the beginning of April, it turns out that the service level objective for the previous twelve months was not reached, then 50 Bancontact Free Transactions will be assigned to the invoice sent to the Merchant in Mayⁱⁱⁱ.

2.3. Availability of Bancontact transaction processing

Except during planned downtime periods, at least 99.8%^{iv} of all Bancontact transactions submitted by Target Merchants will be processed. This service level is calculated over one month. If, at the start of the next month, it turns out that the effective service level reached during the previous month is lower than 99.8%, then 200 Free Transactions will be assigned to the invoice sent to the impacted Target Merchants in the subsequent month^v.

In addition, if an event would occur during "prime time"^{vi} that results in the unavailability of Bancontact transaction processing for at least 50% of the Target Merchants during at least 30 consecutive minutes, then 100 Free Transactions will be assigned to the invoice sent to the impacted Target Merchants in the next month^v. This assignment will not take place, however, if during that same month the availability percentage would drop below 99.8% (because in such circumstances 200 Free Transactions will be assigned, as set forth in the previous paragraph).

2.4. Sending payment instructions files

For at least 90% of the Bancontact transactions processed for Target Merchants, Worldline will send the associated payment instruction to the banks^{vii} at the latest on the next bank working day^{viii} at the same hour. *Note, however, that in practice payments instructions are typically given to the banks less than 6 working hours after the transaction.*

This service level is calculated over one month. If, at the start of the next month, it turns out that the effective service level reached during the previous month:

- is lower than 90% but higher than or equal to 75%, then 100 Free Transactions will be as-

signed to the invoice sent to the impacted Target Merchants in the subsequent month^v;

- is lower than 75%, then 200 Free Transactions will be assigned to the invoice sent to the impacted Target Merchants in the subsequent month^v.

3. FREE TRANSACTION CONDITIONS

The assignment of Free Transactions is subject to a maximum of 400 per calendar year (from January to December). To the extent that the total aggregate amount of Free Transactions assigned to the Merchant during a certain calendar year (irrespective of their actual use) exceeds this number, then no further Free Transactions shall be assigned in case of Worldline's failure to reach one or more service level objectives during that calendar year.

Unused Free Transactions are not transferable between months, cannot be converted in cash, and cannot result in deductions from other costs charged on the invoice.

4. COMMUNICATION

In addition to the quantified service level objective for the Notification Service (as set forth in 2.2), Worldline commits to keep the merchants informed in the following manner:

- Worldline will announce and update relevant information about the Incident (*e.g.*, impacted merchants, reasons, expected resolution, etc. — to the extent available) on Worldline's merchant website.
- The fact that Free Transactions will be assigned to merchants, will be communicated on Worldline's merchant website at the start of April each year (for service levels 2.1 and 2.2) or the start of the following month (for service levels 2.3 and 2.4). If certainty about the fact that Free Transactions will be due is achieved sooner throughout the year or month respectively (*e.g.*, due to a very significant Incident that renders it mathematically impossible to still reach the agreed service level objective in that year or month respectively), then the communication will be exceptionally posted earlier.
- With respect to all mission critical services, Worldline will notify the merchants of planned

downtime and major changes (e.g., migrations). Such notifications will be performed through various communication channels, such as information printed on the monthly invoice, notifications on Worldline's merchant website, and distribution to merchant federations.

5. MISCELLANEOUS

The monetary equivalent of the Free Transactions assigned to the Merchant will be deducted from the maximum liability cap set forth in clause 9.4 of the General Conditions.

The service level objectives will not apply during Force Majeure situations, although Worldline will nevertheless try to keep the merchants informed and minimize the impacted services during such situations.

The Free Transaction assignment scheme, as described above, constitutes the Merchant's sole remedy for Worldline's failure to reach one or more of the agreed service level objectives.

6. DEFINITIONS

- **Bancontact Service:** the service consisting of the acquiring of Bancontact transactions. The sales, rental or maintenance of payment terminals is not included in this service.
- **Free Transaction:** a Bancontact transaction performed by the Merchant for which no cost shall be charged by Worldline.
- **Incident:** means an incident that significantly impacts either the Bancontact transactions processing, or the sending of the Bancontact payment instruction files to the Funds Collectors. "Significantly impacts" is understood as affect-

ing either 10% of the transactions of Target Merchants (as measured over a window of fifteen minutes), or 25% of all Target Merchants using the Bancontact Service.

- **Incident Period:** the period commencing on the moment an incident ticket is logged following a detection or notification of an Incident. An Incident Period terminates seven calendar days after the Incident has been resolved.
- **Notification Service:** Worldline's service that will send an email or SMS to subscribers about a pending Incident.
- **Target Merchants:** means all Merchants that are not part of Worldline's "KIA" customer segment^{ix}.

ⁱ 8:00 to 20:00 on all days except Sundays and Belgian public holidays. On Sundays and Belgian public holidays, the closing time is 16:00.

ⁱⁱ To subscribe, please complete the form available on Worldline's Merchant website.

ⁱⁱⁱ Worldline reserves the right to, alternatively, assign the Free Transactions to the invoice sent to the Merchant in April.

^{iv} As measured through regression analysis based upon relevant historical data points.

^v *I.e.*, the invoice that is sent about 45 calendar days after the end of the month in which the service level objective was not reached. Worldline reserves the right to, alternatively, assign the Free Transactions to the invoice that is sent about 15 calendar days after the end of the month in which the service level objective was not reached.

^{vi} *I.e.*, 9:00 - 21:00 every calendar day, outside planned downtime periods.

^{vii} Technically this will be the "Funds Collector" bank.

^{viii} *I.e.*, all days except Sundays and bank holidays.

^{ix} The KIA segment consists of Worldline's large customers and/or customers with specific requirements.