



## Product Conditions Payment Terminals

### 1. INSTALLATION OF THE PAYMENT TERMINAL

1.1. The Merchant shall himself choose the installation location of the Payment Terminal, and shall prepare this location in accordance with the provisions of the Contract and the installation manual. The Merchant shall ensure that all infrastructural elements (such as cables and IT facilities) that are necessary for the installation and functioning of the Payment Terminal are available. If one of these elements would be missing, then Worldline shall have the right to charge a second intervention to install the Payment Terminal or charge the addition material used to complete the installation.

### 2. DURATION

2.1. The Merchant has the right to terminate the Rental within 48 hours after having signed the Order Form, provided that the Payment Terminal was not yet installed. This termination right must be exercised by fax or registered letter, for which the postal date shall serve as proof.

### 3. TRANSFER OF OWNERSHIP & RISK

3.1. The Payment Terminal shall be delivered to the Merchant in accordance with the Incoterms (2010) Ex Works.

3.2. The Merchant shall check whether the delivered Payment Terminal contains any visible defects, and shall notify such defects to Worldline in accordance with the General Conditions.

3.3. In case of a Sale, Worldline shall remain the owner of the Payment Terminal until the sales price has been paid in full. Until that moment, the Merchant shall strictly refrain from:

- encumbering the Payment Terminal in any way (pledge, guarantee, mortgage, etc.), or offering it as financial collateral;
- disposing of the Payment Terminal, or making it available to a third party.

The same prohibitions shall apply to the Rental of the Payment Terminal.

3.4. In case of Rental, Worldline shall remain the ownership of the Payment Terminal.

3.5. Even when the Merchant has become the owner of the Payment Terminal and has fulfilled all fi-

ancial obligations towards Worldline: (i) the software and Chip Security Module (CSM) shall remain exclusively owned by Worldline; and (ii) the SIM-Card used for services invoiced by Worldline shall remain owned by the telecom operator. At the moment the Contract is terminated, or before that moment at the simple request of Worldline, the Merchant shall return the CSM and the SIM-Card to Worldline, without this giving rise to any compensation for the Merchant.

3.6. When no Payment Transaction is in progress, Worldline shall have the right to display any image it deems appropriate on the Payment Terminal's screen.

3.7. In case of Rental, the Merchant shall return:

- the Payment Terminal(s) as well as the SIM-card(s), in perfect condition without any compensation, at his own expense and on his own responsibility no later than 10 days after the end of the Rental Period;
- any decommissioned or unused Payment Terminal(s), as well as the SIM-card, without any compensation, on his responsibility and in perfect condition, on Worldline's first request

Worldline reserves the right to charge any cost for collection of the Payment Terminals to the Merchant with a minimum of €100,00.

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

4.1. The Merchant shall use the Payment Terminal as a duly responsible person (*bonus pater familias*), in accordance with the instructions set forth in the associated manual.

4.2. In case of Rental, the Merchant shall strictly refrain from sub-leasing the Payment Terminal, making it available to a third party, or transferring it to a third party for consideration, without Worldline's prior written consent.

4.3. The Merchant shall carefully comply with Worldline's guidelines when the Payment Terminal is being programmed. The Merchant shall ensure that a portable Payment Terminal shall be connected to its charger during the entire period that the Payment Terminal is being programmed.

4.4. In case of Sale, the hardware components of the Payment Terminal shall be covered by a war-

ranty for good functioning. The warranty period shall be equal to twelve months (to be calculated as from the moment the Payment Terminal is delivered or dispatched), unless another term is set forth on the Order Form/Cover Document. The warranty shall not apply in the situations and for the problems described in clause 6. If the Merchant invokes the Payment Terminal's warranty, he will carefully comply with Worldline's warranty procedure.

4.5. The Merchant shall strictly refrain from modifying or repairing the Payment Terminal without Worldline's prior written consent. Worldline shall have the right to immediately terminate the Contract for cause, without any notice period or compensation being due (but without prejudice to Worldline's right to be compensated), if this prohibition would be breached by the Merchant.

4.6. The Merchant shall only open the Payment Terminal to the extent strictly necessary for straightforward tasks, such as changing the paper roll. The Merchant shall himself take care of these tasks, and shall himself obtain the necessary supplies.

4.7. In order to allow software updates to be executed, the Merchant shall not shut down the Payment Terminal at night. The Merchant shall strictly comply with the usage guidelines communicated by Worldline.

4.8. In case of a malfunctioning Payment Terminal, Worldline shall have the right to choose to either to replace it with a Payment Terminal of the same type, or to replace it with a Payment Terminal with the same functionality (possibly from a newer generation), or to repair it. The Merchant accepts that the replacement device will not necessarily be new.

4.9. The Merchant shall not export a Payment Terminal outside the European Union without Worldline's prior written consent. The Merchant shall also inform third parties who would obtain possession of the Payment Terminal about this prohibition.

### 5. LIABILITY

5.1. In case of Rental, it is recommended that the Merchant insures, at his own costs, the Payment Terminal for the purchase price, against any risk of loss, destruction, damage, fire and theft.

5.2. If, in case of Rental, the Merchant needs to compensate Worldline (e.g., because the Payment Terminal was destroyed or stolen), then the value shall be determined on the basis of the Payment Terminal's age.

5.3. Worldline's only obligation in case of a defect of the Payment Terminal for which Worldline is responsible, shall be, at Worldline's option, to either repair or replace the Payment Terminal. This obligation shall not apply when the Merchant failed to notify the defect to Worldline in accordance with the General Conditions.

## 6. TECHNICAL ASSISTANCE

6.1. Technical assistance shall be available to the Merchant when so indicated on the Order Form/Cover Document.

6.2. Even if the Merchant did not conclude a technical assistance contract, he can obtain Worldline's technical phone assistance, in consideration for a one-time payment. This fee shall cover the solution of the Payment Terminal's defect, even when multiple phone calls would be required, with a maximum of two weeks. If a physical intervention would be required, then a one-time fee shall be charged per intervention.

6.3. Technical assistance must be explicitly requested by the Merchant. In case of any hardware or software malfunctioning of the Payment Terminal, the Merchant shall inform Worldline's customer service by phone as soon as possible.

6.4. Except if otherwise agreed on the Order Form/Cover Document, physical technical interventions shall not take place on Sundays and official holidays. (Some technical assistance formulas make exception for the four extra Sunday shopping days in Belgium).

6.5. In case of a technical intervention, the technician shall go to the geographical location where the Payment Terminal is installed, as registered in Worldline's database. If another location for the intervention would be required, then the Merchant shall explicitly communicate this location at the moment the location is requested by him. World-

line shall have the right to charge extra costs when the technician would be dispatched to the wrong location.

6.6. When a technical intervention undertaken by Worldline is outside the scope of the technical assistance, as defined in these Product Conditions, the technician shall draw up a report that will be signed by the Merchant, and of which a copy will be stored by the technician. This report shall be used for the additional invoicing, in accordance with Worldline's applicable rates.

6.7. The Merchant shall grant free access to Worldline's technician, without any additional costs, to the location where the technical assistance needs to be rendered.

## 7. EXCLUDED INTERVENTIONS

The following hardware, personnel and travel costs associated with interventions that are not included in the technical assistance (or, in case of a Sale, in the warranty), shall be invoiced separately to the Merchant, in accordance with Worldline's applicable rates.

- defects caused by operating errors, or by using the Payment Terminals for improper purposes. This will also include damage caused by treatments to which the device is not resistant, such as electrical power surges, excessive shocks and knocks, liquid immersion, etc;
- physical interventions by Worldline's technician after an unjustified assistance request by the Merchant;
- damage caused by the maintenance or repair of other persons than Worldline's authorized employees or subcontractors;
- interventions for repairing malfunctioning Payment Terminals that were caused by hardware or software not delivered by Worldline, or were caused by poor electrical wiring or poor telecommunication connections;
- damage caused by negligence, burglary, vandalism, sabotage, strikes or war;
- damage caused by lightning strikes, fire, water, collapsing of buildings, or – in general – all ac-

cidents and calamities that can damage the Payment Terminal but are outside of Worldline's responsibility;

- damage caused by using poor, malfunctioning or non-ISO compliant cards;
- cleaning and maintenance of the Payment Terminal's surface;
- replacing or delivering accessories or supplies, such as paper and cleaning cards;
- costs of additional services requested by the Merchant;
- replacing malfunctioning batteries;
- defects caused by the installation and use of accessories and supplies that do not comply with the specifications imposed by the manual;
- releasing (setting free) a Payment Terminal and/or its cables during an intervention.

## 8. DEFINITIONS

- Chip Security Module (CSM): the module whose purpose is to safeguard security, and to authenticate the data exchange between the Payment Terminal and Worldline's central computer.
- Payment Terminal: the terminal and the associated accessories made available by Worldline to the Merchant.
- Rental: means that a Payment Terminal is being rented from Worldline. For the purposes of these Product Conditions, the provisions regarding Rental shall also apply to hire-purchase, until the moment that the ownership is transferred to the Merchant.
- Sale: means that a Payment Terminal is being purchased from Worldline. For the purposes of these Product Conditions, the provisions regarding Sale shall also apply to hire-purchase, as from the moment that the ownership is transferred to the Merchant.
- SIM-card: the module whose purpose is to authenticate GSM calls and GPRS communications from the Payment Terminal. The SIM-card can only be used the context of this Contract.