

General Business Conditions for GoPay Gateway

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1 Scope of application, Definitions

1.1 Scope of application

These General business conditions (hereinafter “GBC”) shall apply with respect to the products and services in the field of online payments agreed between the Merchant and Worldline Switzerland Ltd. (hereinafter “Worldline”) in the modules for online payments, e.g. GoPay (hereinafter individually “Contract Module” or collectively “Contract Modules”). These GBC form an integral part of the Contract Module concluded. The Contract Module concluded form an integral part of the “Framework agreement for cashless payments” (hereinafter “Framework Agreement”) concluded between the Merchant and Worldline.

1.2 Definitions

Business Introducer: means a third-party business introducer or “white label” partner of Worldline which introduced the Merchant to Worldline or commercialised GoPay to the Merchant

GoPay Account: means the account created in the name of the Merchant to enable the Merchant’s use and management of the GoPay service. The GoPay Account is identified by a PSPID and/or a GUID.

GoPay Platform: means the payment processing platform operated by Worldline to provide the GoPay service.

GoPay: means the services provided by Worldline for distant purchasing in order to facilitate payments via electronic networks as further described and provided in accordance with the Contract Module and the GBC.

PSPID: means a unique, non-modifiable identifier for the GoPay Account of the Merchant, chosen by the Merchant or auto-generated by the system during the process of subscribing to the Online Payments Service and used by Worldline to identify the Merchant. A PSPID must have no less than five (5) characters.

Solution Provider: means a third-party service provider connecting the Merchant’s sales application with the GoPay Platform on behalf of the Merchant.

2 Object

GoPay acts as a virtual Terminal which facilitates the Merchant transmitting online Transactions to the Acquirer and includes the following:

- the GoPay Platform, providing the infrastructure that enables the Merchant to manage the Transaction data and to send such Transaction data to and receive responses from the Acquirer for further processing of the Transaction data; and
- the hosting of the GoPay Account including any data processed by Worldline as part of GoPay.

The specific configuration, features and options activated for the Merchant shall be as described in the Contract Module.

It is a prerequisite for the provision of GoPay to the Merchant that:

- the Merchant has established a secure connection to the GoPay Platform before the start of the GoPay service and maintains an up-to-date connection throughout the term of the Contract Module under the instructions notified by Worldline from time to time; and
- the GoPay Platform is connected to the Acquirer before the start of the GoPay service commencement and this connection shall continue to be available throughout the term of the Contract Module.

The GoPay service is provided in a “software as a service” mode and is provided from the GoPay Platform as a shared service to the Merchant and numerous other customers of Worldline at the same time.

Other than as described in these GBC and Contract Module, GoPay does not include any commercial or functional aspect linked to the Merchant’s sales process, such as the creation and hosting of product catalogues or the delivery of goods and/or other services.

3 GoPay Account and Infrastructure

3.1 GoPay Account

If the Merchant makes use of a Solution Provider or was introduced to Worldline by a Business Introducer, the Merchant authorises Worldline to:

- provide access to the GoPay Account to such Solution Provider or Business Introducer; and
- share with the Solution Provider or Business Introducer all data and other information required.

3.2 Infrastructure of the Merchant

The Merchant shall be completely responsible for obtaining, operating and maintaining an infrastructure that is suitable for the use of the GoPay Platform as well as for taking the technical security measures to prevent any misuse of the infrastructure.

Worldline may update the GoPay Platform from time to time by releasing new versions thereof. Before each new software release related to the GoPay Platform, the Merchant shall thoroughly test the compatibility of such new release with its infrastructure and make adaptations to its infrastructure, if necessary, to ensure compatibility with the newly released software. The Merchants shall be fully responsible for any costs arising from any changes to its infrastructure.

4 Use of GoPay Account

The GoPay Account allows the Merchant to consult, review and manage the status of the Transactions, and view and configure its profile and the settings of the GoPay Account. The Merchant can have one or several GoPay Accounts. The features and services included in GoPay are further described in the Contract Module and the instructions.

The GoPay platform provides several interfaces for merchants to directly access the service based on their business requirements:

- A standard Application Programming Interface (API),
- A hosted payment page and a hosted tokenization page for easy web-shop integrations
- A set of plugins to integrate with most common web-shop platforms
- A set of "Software Developer Toolkit" (SDK) available in multiple programming languages
- A web-based Merchant Portal (MP),
- A PayByLink solution

Except for the content made directly available by Worldline on the GoPay Account, the Merchant shall be fully and solely responsible for:

- the content of its GoPay Account;
- the use of its GoPay Account, including the use by the Merchant users and the configuration of the parameters of the GoPay Account; and
- the Transactions.

The Merchant undertakes to keep the content of its GoPay Account accurate, complete and up-to-date.

The Merchant shall manage its GoPay Account in good faith and in accordance with all applicable laws. In particular, the Merchant shall be solely responsible for and liable to Worldline for:

- the management of the PSPID;
- the selection of the Merchant users;
- the use and safeguarding of login credentials;
- its use of the GoPay Account or any components thereof; and
- the conduct of its Merchant user.

5 Security and Control of Transactions

The Merchant is responsible for the installation, operation, maintenance and security of its own equipment and software used to benefit from GoPay. The Merchant acknowledges that it must put in place appropriate security measures to protect the integrity of the GoPay Platform, the GoPay Account,

the Transactions and its financial interests. The instructions include a general overview of security guidelines and recommendations, which is not exhaustive and subject to change from time to time. It is provided as a recommendation only and it is the responsibility of the Merchant to evaluate if its security measures are adequate, given the specific circumstances of the Merchant.

As part of the security measures, without being limited thereto, the Merchant must:

- install security patches and activate security configurations on all machines that are connected to the GoPay Platform;
- never store any Cardholder data or visual cryptograms (such as CVC/CVV), on any type of support, unless the Merchant has the appropriate PCI/DSS certification to do so;
- protect all passwords and change them regularly, in particular, the Merchant user' passwords as part of the login credentials to access the GoPay Account(s);
- protect access to all its servers, applications and technical infrastructure, particularly by means of firewalls, intrusion prevention systems and anti-virus;
- implement an internal security policy;
- train its Merchant user in the correct handling and use of the GoPay Platform and GoPay Account at regular intervals, including before the first use thereof;
- where applicable obtain a PCI/DSS certification; and
- notify Worldline of any Solution Providers or other third parties engaged by Merchant to process, transmit or store any Cardholder data (and as between Worldline and the Merchant, the Merchant shall be responsible for all costs relating to the registration of such third parties with the applicable Card Schemes).

Worldline may, partially or entirely, suspend the provision of the GoPay service and/or the use and access to the GoPay Account and GoPay Platform if, in the reasonable opinion of Worldline, the control and/or security measures implemented by the Merchant are inadequate or in case any abnormal or divergent use of the GoPay service is observed.

GoPay includes several automatic and manual tools allowing the Merchant to verify the consistency between the Transactions processed by Worldline and its own sales application. Such tools enable (among other functions):

- the online consultation of Transactions in the GoPay Account;
- to ascertain the integrity of the payment data through the configuration of security parameters using industry-standard cryptography systems; and
- the provision of information to the Merchant about the Transactions that are being processed.

The Merchant undertakes to set up and apply adequate control measures to verify in a timely manner the proper processing of Transactions, including the settlement of the Transactions.

The Merchant acknowledges that it has been informed that GoPay includes an optional fraud risk management solution aiming to restrict the risk of fraud and the negative effect thereof on the activity of the Merchant. This option can be activated by the Merchant via the Contract Module (under the conditions included therein).

The Merchant shall be solely responsible for any damage resulting from any breach of its obligations under this section 5. The Merchant acknowledges that the implementation of inadequate security measures, procedures or controls is detrimental, not only to the Merchant but also to the other users of the GoPay service and the payments ecosystem as a whole. The GoPay service is and shall continue to be provided in accordance with PCI/DSS (or an equivalent successor international standard) throughout the term of the Contract Module.

Worldline can take all actions it deems necessary or useful to host and protect the GoPay Account, such as the creation of backup copies of its content, provided that it shall do so always in compliance with applicable laws and PCI/DSS requirements.

6 Coming into force, Duration and Termination

6.1 Coming into force

In principle, the Contract Module comes into force once Worldline has sent the GoPay data to the Merchant. If, however, the Contract Module explicitly foresees countersignature by Worldline, the Contract Module shall come into force upon being signed by the contracting parties.

6.2 Duration

Unless otherwise agreed, the Contract Module is concluded for a minimum contract duration of 12 months. Once the minimum contract duration has elapsed, the Contract Module shall automatically be extended for recurrent periods of 12 months, provided it has not been terminated by one of the contracting parties.

6.3 Ordinary termination

Unless otherwise agreed, the Contract Module can be terminated for the first time upon expiration of the minimum contract duration by registered letter at the end of the month, subject to a notice period of 3 months. After the minimum contract duration, the termination period is also 3 months, at the end of a 12 month period, unless otherwise agreed.

Notification of termination of one Contract Module does not cause the termination of the remaining Contract Modules. If no further Contract Modules exist, the termination of the last/sole Contract Module automatically results in the dissolution of the Framework Agreement.

6.4 Extraordinary termination

In the event of good cause, the contracting parties shall be entitled at any time to terminate the Contract Modules with immediate effect. In particular, good cause includes the following:

- serious or repeated breaches of the provisions of the Contract Module by either contracting party;
- inconsistencies in settled transactions;
- a significant change in the ownership structure and control of the Merchant;
- the opening of insolvency proceedings over the assets of the Merchant.

The extraordinary termination of contract modules for the acceptance of cashless means of payment authorizes Worldline to immediately terminate all existing Contract Modules. The immediate termination of all existing Contract Modules causes the Framework Agreement to be automatically rescinded.

6.5 Consequences of contract termination

6.5.1 General

The obligations arising out of sections 6.5 (Consequences of contract termination), 10 (Processing of personal data), 12 (Liability), 15 (Confidentiality), 16.1 (Assignment prohibition) and 16.5 (Applicable law and place of jurisdiction) shall remain in place following termination of a Contract Module; nonetheless the obligations arising out of section 6.5.2 shall only remain in place until their fulfillment by the Merchant.

6.5.2 Removal of references and deletion of software

Following termination of the Contract Module, the Merchant shall remove all references to the corresponding services of Worldline visible to customers and, at its own expense, irretrievably delete from its infrastructure the software provided by Worldline, along with any copies made. This requirement also covers third parties involved by the Merchant. Until this occurs, the Merchant shall continue to owe any fees becoming due, irrespective of the date of termination.

7 Prices, Taxes and Invoicing

7.1 Prices

For the products and services of Worldline the prices and fees agreed in the Contract Modules shall apply.

7.2 Taxes

The prices and fees specified in the Contract Modules for products and services of Worldline are, unless otherwise specified, exclusive of VAT, withholding taxes and other duties. All taxes and duties which under the legislation of the Merchant's country are due or could in future become due with respect to the services to be rendered by Worldline within the scope of the Contract Modules shall be borne by the Merchant. In all cases, the Merchant is obliged to adhere to the provisions applicable in its country in relation to indirect taxes, withholding taxes and any other duties. The Merchant shall fully indemnify Worldline against any claims derived therefrom by third parties against Worldline.

7.3 Invoicing

7.3.1 Form

Invoices are submitted to the Merchant.

7.3.2 Other services

Other services ordered by the Merchant such as analyses, investigations, restoration of services or similar, will be invoiced to the Merchant on a time and materials basis.

7.4 Payment

7.4.1 General

The modality of payment agreed in the Contract Module shall apply. The term of payment is 30 days after the invoice date; upon its expiration the Merchant shall fall into arrears without further notice.

The Merchant's claims vis-à-vis Worldline may only be offset with prior written approval of the latter. Worldline is entitled at any time to offset its claims vis-à-vis the Merchant.

7.4.2 Payment by offsetting

For payments by offsetting, Worldline shall be entitled to offset any claims due from the Contract Modules (in particular usage fees) with the reimbursements arising out of the fulfillment of services or contract modules for the acceptance of cashless means of payment. Worldline shall notify the Merchant of the offsetting date on the invoice issued and account for the offsetting on the reimbursement notice.

7.5 Default of payment

In the event of the Merchant falling into arrears, Worldline shall be entitled to charge default interest at the rate of 10% p.a. on the invoice amount and charge all costs for dunning and debt collection to the Merchant.

In the event of late payment and following expiry of the first reminder period, Worldline shall be entitled to offsetting in accordance with section 7.4.2 and it also reserves the right to discontinue the rendering of services. The costs for the restoration of services shall be borne by the Merchant.

8 Integration and use

8.1 Generalities

The Merchant accesses GoPay over the Internet.

Worldline offers no warranty concerning the software provided to the Merchant for the integration of GoPay into its infrastructure.

8.2 Access rights

In the Contract Module, the Merchant must state the individuals to be given access rights to the administration area of GoPay. The administrator of the merchant account has further rights to grant additional users access of varying rights (full or partial) to the merchant account (s) through the GoPay user-manager.

The Merchant is responsible for ensuring that login credentials and electronic keys are adequately protected against access by unauthorized third parties. Furthermore, the passwords shall be changed on a regular basis. Any party that identifies itself to Worldline using the login credentials, shall be considered as having been authorized by the Merchant to use GoPay. Worldline only verifies the login credentials; no further authentication is carried out.

If there are grounds to suspect that unauthorized third parties have gained access to the login credentials, the Merchant must ask Worldline immediately to block the login credentials. The Merchant shall be liable for any actions taken by third parties using the login credentials as it is for its own actions.

8.3 Rights of use and copyrights

During the term of the contract, Worldline grants the Merchant a non-exclusive right to use GoPay. The usage right may be transferred to affiliated

companies of the Merchant or to third parties only with prior written consent from Worldline.

All components of GoPay are protected by copyright and may only be used as intended. The Merchant may copy the software provided for backup and archiving purposes only. Any other copying or alteration as well as any tampering with the software is prohibited.

If the provisions of this section are infringed against, all usage rights shall expire.

9 Due diligence obligations of the Merchant

9.1 Compliance with security requirements

The Merchant must comply with the security requirements and rules that have been contractually agreed with its Acquirer, in particular with regards to the requirements of the Payment Card Industry Data Security Standard (PCI DSS) imposed on the payment card industry.

The Merchant is obliged to ensure through appropriate measures that no manipulation is possible, in particular no improper transactions. The Merchant shall train its Merchant users in the correct handling and use of GoPay at adequate intervals, in particular upon its entry into operation.

9.2 Conformity of the offering

The Merchant may only offer and sell its customers the products and services corresponding to those agreed with its Acquirer. In particular, the Merchant must ensure that the business carried out via GoPay is neither illegal nor immoral.

9.3 Changes on the part of the Merchant

Changes on the part of the Merchant (e.g. regarding its legal form, business activity, address, account details or a change of the Acquirer) shall be immediately communicated by the Merchant to Worldline in writing. Worldline is entitled to invoice the Merchant for the expenses associated with changes.

10 Processing of personal data

The Merchant, as data controller, guarantees that any personal data processed by Worldline on its behalf for the purposes of these GBC is processed in accordance with the applicable legislation. The processing of personal data by Worldline, as data processor, when facilitating the transmission of the transaction data from GoPay to the Acquirer in order for the payment to be further processed, is elaborated in the Data Processing Terms (worldline.com/merchant-services/data-privacy).

11 Support

In the event of technical problems relating to the GoPay Account, the Merchant can access support at cs.ecom@worldline.com.

Support is provided free of charge under the following conditions:

- the Merchant's subscription as determined in the Contract Module does not exclude free of charge support;
- the Merchant shall have reasonable knowledge of GoPay and shall first have attempted to determine the cause of the problem by using the available Instructions;
- the problem has originated from GoPay and not from any other system upstream or downstream in the payments chain or the Merchant's infrastructure;
- if the requested support relates to a test account, the Merchant shall activate an GoPay Account in the production environment on the GoPay Platform within three (3) months of the said support request.

If the above conditions are not met, the Merchant may be charged and invoiced for such support in accordance with Worldline's applicable day rate, as included in the Contract Module.

On request and subject to agreement on scope, Worldline can provide consultancy services or training to support the Merchant. The applicable day rate set out in the Contract shall apply to such support.

12 Liability

Notwithstanding ancillary statutory provisions and unless explicitly regulated otherwise, the Merchant shall be liable, in particular, for damage that Worldline incurs as a result of the former, or third parties involved by it, failing to fulfill their obligations, notably in technical, organizational and administrative respects. In particular, Worldline is entitled to pass on to the Merchant any potential claims for damages resulting from a culpable breach of duty by the Merchant or by third parties involved by it. The Merchant shall fully indemnify Worldline in this respect and shall be liable for these claims and any additional case-related expenses.

Unless explicitly regulated otherwise, Worldline or third parties involved by it shall be liable in case of wilful misconduct or gross negligence in accordance with the statutory provisions. The liability of Worldline for slight negligence shall be fully excluded.

The liability of the contracting parties for culpable harm to life, body or health as well as the statutory product liability remain intact.

13 Notifications

All notifications shall be issued in writing unless another form has been explicitly agreed in the Contract Module. Written form also includes electronically transmitted messages (e.g. via e-mail or via a platform provided by Worldline within the scope of a service).

14 Modifications and additions to the Contract Modules, incl. fees

Modifications and additions to the Contract Modules, in particular the GBC and other integral parts, must be made in writing in order to take effect.

Worldline reserves the right at any time to modify or make additions to the Contract Modules, in particular the GBC and other integral parts as well as the fees and payment modalities. These modifications or additions shall be communicated in writing to the Merchant at least 30 days prior to their coming into force. If the Merchant does not communicate its refusal of the announced modifications or additions in writing and before the proposed effective date of the modifications or additions, this shall be deemed to represent acceptance of the modifications or additions.

15 Confidentiality

The contracting parties reciprocally undertake to keep confidential the agreed commercial conditions as well as all information, documentation, data and processing techniques – described or identifiable as being confidential and neither publicly nor generally accessible – that they become aware of in fulfilling the Contract Modules; they may only make these accessible to third parties with prior written consent from the other contracting party. This does not prevent any contracting party from disclosing confidential information insofar as it constitutes a performance of mandatory provisions of law.

16 Concluding provisions

16.1 Miscellaneous

Worldline has the right to discontinue the availability of a connection between the GoPay Platform and the Acquirer or other third-party service provider (including a Solution Provider) at any time and without prior notice in circumstances where: i) Worldline would have grounds to suspend the services pursuant to the GBC or where Worldline becomes aware of or suspects any noncompliance with these GBC; or ii) due to a decision by the other third-party service provider (generally or specifically relating to the Merchant, e.g. because such third party service provider terminates its relationship with the Merchant or refuses to update its connection to Worldline to accommodate new software releases).

The Merchant shall integrate and use GoPay in accordance with the Instructions and observing good industry practices. The Merchant shall only use GoPay on its own behalf and not for any purposes which are not explicitly described in the contract module for GoPay or foreseen in the instructions. The Merchant shall not send (i) any systematic queries to the GoPay Platform to check its availability or (ii) any requests regarding the status of non-existing Transactions or Transactions for which the status can no longer evolve.

16.2 Assignment prohibition

The Merchant may only assign any of the rights or duties it has vis-à-vis Worldline with prior written consent from Worldline.

16.3 Involvement of third parties/assignment to group companies

Worldline reserves the right to transfer the fulfillment of its contractual obligations to third parties at any time, without having to inform the Merchant.

Worldline is entitled to assign the Contract Module to another group company. In such a case, the Merchant is to be suitably notified.

16.4 Severability clause

Should a provision of the Contract Modules (including fees) be declared invalid, the remaining provisions shall not be affected thereby and are to be construed in such a way as if the Contract Module concerned was concluded without the invalid provision. The same applies to any contractual omissions.

16.5 Applicable law and place of jurisdiction

All legal relationships between the Merchant and Worldline arising from the Framework Agreement and from all Contract Modules concluded are subject to Swiss law. The exclusive place of jurisdiction is Zurich.