

# Service Terms and Conditions for Payment Terminals

Version 05.2024 (GBR)

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## 1 General

**1.1** These Service Terms and Conditions for Payment Terminals shall apply with respect to the purchase, rental, operation and support of attended and/or unattended Hardware Terminals and/or mPOS Terminals, including their Accessories, as agreed between the Merchant and Worldline in the Contract Module for Payment Terminals.

**1.2** These Service Terms and Conditions for Payment Terminals apply in addition to and should be read in conjunction with the General Terms and Conditions and where applicable any Special Terms and Conditions.

**1.3** These Service Terms and Conditions for Payment Terminals form an integral part of the Contract Module for Payment Terminals. The Contract Module for Payment Terminals forms an integral part of the Framework Agreement.

**1.4** Any capitalised words used in these Service Terms and Conditions for Payment Terminals and not defined herein shall be interpreted in accordance with the meaning set out in the Schedule of Definitions, included as part of the Framework Agreement.

**1.5** Within these Service Terms and Conditions for Payment Terminals and unless explicitly stated otherwise, any references to "Terminals" means "Hardware Terminals" and "mPOS Terminals" (and for the avoidance of doubt excludes "Virtual Terminals") as defined within the Schedule of Definitions.

**1.6** For avoidance of doubt, the Services provided under the Contract Module for Payment Terminals are not Regulated Services.

## 2 Term And Termination

**2.1** The Contract Module for Payment Terminals shall commence on the date that Worldline first accepts an order for Terminals and subject to the termination rights set out in the General Terms and Conditions shall continue for the minimum period set out within the Contract Module for Payment Terminals and thereafter shall continue until terminated by either party providing at least three (3) months prior written notice.

**2.2** Whether purchasing or renting the Terminals, the Merchant must subscribe to a Service Package, as set out in the Contract Module for Payment Terminals. For the avoidance of doubt subscription to a Service Package is mandatory for the operation and support of the Terminals. Notwithstanding clause 2.1, the minimum term of each Service Package shall be as agreed within the Contract Module and thereafter it will roll-on on a monthly basis until the Contract Module for Payment Terminals is terminated.

**2.3** Following termination of the Contract Module for Payment Terminals, the Merchant shall return the rented Terminals and SIM cards, at its own expense, to a location specified by Worldline within fourteen (14) days, starting from the termination effective date. Until this occurs, the Merchant shall continue to owe rental and service fees becoming due, irrespective of the termination date. Damage to the Terminals and SIM cards, or any losses thereof shall be invoiced to the Merchant.

**2.4** In the event of termination of the Contract Module for Payment Terminals by the Merchant, there shall be no entitlement to any reimbursement of fees already paid.

## 3 Prices and Payment

### 3.1 Prices

The applicable prices and fees agreed in the Contract Modules for Payment Terminals shall apply.

### 3.2 Purchase price

Where the Merchant purchases the Terminals, and unless otherwise agreed in the Contract Module for Payment Terminals, the Merchant shall be invoiced the purchase price following Delivery of the Terminals.

### 3.3 Rental fees

Where the Merchant rents the Terminals, and unless otherwise agreed in the Contract Module for Payment Terminals, the rental fees shall be invoiced on a monthly basis in advance, starting from the first day of the month following Delivery of the Terminals.

### 3.4 Service fees

**3.4.1** The rental or purchase of Terminals is combined with the performance by Worldline of the Services included within the Service Package, which are further described in the Contract Modules for Payment Terminals and in clause 8 "Service Package" below. Additional fees shall be invoiced on a monthly basis in advance for such ancillary Services.

**3.4.2** Services relating to set-up or implementation support provided by Worldline shall be invoiced to the Merchant immediately after such Service has been provided according to the rates as set out in the Contract Module or otherwise agreed between the Parties.

**3.4.3** In the event of a Terminal being replaced, any Service fees already paid shall be offset against the new fee on a pro rata basis.

### 3.5 Advance payment

Notwithstanding any provisions within these Service Terms and Conditions or the General Terms and Conditions, Worldline reserves the right to require payment in advance of Delivery of the Terminals or provision of associated Services.

## 4 Delivery

### 4.1 General

**4.1.1** This clause 4 applies to both rental and purchase of Terminals.

**4.1.2** Worldline shall be responsible for sending the Terminals to the location within the Territory specified in the Contract Module for Payment Terminals. Unless otherwise agreed therein, the Merchant shall bear the costs of the Terminals being transported to the Merchant's premises. Costs borne by the Merchant include import duties and taxes, if applicable.

**4.1.3** The risk relating to the damage or loss of the Terminals shall be transferred to the Merchant at the point of Delivery of the Terminals.

### 4.2 Delivery dates and delay in delivery

**4.2.1** Notwithstanding any delivery date indicated within the Contract Module, the parties agree that Delivery of the Terminals will be the point at which the Merchant receives them. Any delivery dates specified in the Contract Module for Payment Terminals are only indicative and are not binding.

**4.2.2** In the event of a delay in Delivery, Worldline shall notify the Merchant as soon as reasonably possible. If the Terminals, as a result of a fault of Worldline, are not delivered within three (3) months of an agreed delivery date, the Merchant may terminate the Contract Module for Payment Terminals in accordance with clause 2.3.1 a) of the General Terms and Conditions.

**4.2.3** Notwithstanding the aforementioned, Worldline shall not be liable in relation to delays in delivery attributable to Terminal manufacturers or any other third parties.

#### **4.3 Checking of Terminals**

The Merchant shall verify that the delivered Terminals comply with the Specifications within ten (10) days of Delivery and shall notify Worldline in writing of any non-compliances identified within this period. If no non-compliances are reported within this period, the Terminals shall be deemed to have been accepted by the Merchant.

### **5 Special Provisions for Purchased Terminals**

#### **5.1 Reservation of title**

Until the purchase price has been paid in full by the Merchant, the Terminals shall remain the exclusive property of Worldline. In such case, the Merchant shall not transfer, assign or encumber the Terminals.

#### **5.2 Default of taking possession**

Where arrangements for delivery of the Terminals have not been made or are not possible (pursuant to clause 4), the Merchant shall take possession of any purchased Terminals within three (3) months of the Contract Module for Payment Terminals being concluded. The Warranty Period (as defined in clause 5.3.1), shall commence on the earlier of the point where the Merchant took possession of the Terminals or the expiry of the three (3) months from the date the Contract Module for Payment Terminals was concluded. If the Merchant defaults on taking possession of the Terminals, by the expiry of the three (3) month period, Worldline may either:

- a) demand fulfillment and claim compensation from the Merchant for its costs arising from or connected to the delay; or
- b) terminate the Contract Module for Payment Terminals and claim from the Merchant 25% of the sales price of the Terminals as liquidated damages, this amount being agreed to be a genuine and reasonable estimate of the losses incurred by Worldline arising from the breach of contract by the Merchant.

In either case, Worldline shall be entitled to invoice the Merchant for any Services already rendered at the applicable charge.

#### **5.3 Warranty**

**5.3.1** The warranty period for purchased Terminals is twelve (12) months from Delivery plus any extended warranty included within the applicable Service Package ("Warranty Period").

**5.3.2** Subject to the exclusions to the warranty set-out in this clause 5.3, Worldline warrants that during the Warranty Period, Terminals purchased by a Merchant under a Contract Module for Payment Terminals shall meet the Specification in all material respects and be free from Terminal Defects.

**5.3.3** Should the Merchant become aware of any Terminal Defect in the Terminal arising during the Warranty Period, the Merchant can arrange for a replacement Terminal in accordance with clause 8.4.

**5.3.4** The warranty shall not apply if the Terminal Defects are caused, directly or indirectly, by the Merchant or any of its customers or contractors, including without limitation if due to:

- a) misuse, abuse, neglect, accident, improper installation or incorrect use;
- b) any failure to comply with the installation, usage or standard maintenance Instructions issued by Worldline or the Terminal manufacturer;
- c) opening the Terminals or by making repairs or modifications to the Terminals independently;
- d) exposure to elements to which the Terminal is not resistant, such as electrical power surges or inappropriate electric voltage, excessive shocks and knocks, contact with liquids or any harmful agent;
- e) modifications made to the Terminals contrary to the Instructions and without Worldline's prior written consent;
- f) integration with the Infrastructure, incompatible accessories or other products and services not supplied by Worldline;
- g) unsuitable storage or environmental conditions (in particular, those associated with temperature and humidity conditions);
- h) use of malfunctioning or low quality SIM cards;
- i) improper and/or insufficient packaging of the Terminal re-dispatched to Worldline; or
- j) normal wear and tear.

**5.3.5** For avoidance of doubt, the warranty does not apply for Terminals that were initially rented by the Merchant and then purchased by the Merchant.

**5.3.6** No warranty is provided in relation to the Accessories.

**5.3.7** Worldline warrants that it shall use reasonable endeavours to ensure that the Terminal Software shall be free from software viruses. Worldline shall have no liability in respect of viruses introduced directly or indirectly by the Merchant or any third party.

**5.3.8** No warranty or representation is given that the Terminal Software shall operate error free. However Worldline shall use reasonable endeavours to keep such errors to a minimum.

**5.3.9** The remedies provided in this clause 5.3 shall be the Merchant's exclusive remedies in respect of any breach of warranties to the exclusion of all other remedies. All other warranties not expressed in this Agreement or which are implied by law are hereby excluded to the fullest extent permitted by Applicable Law.

### **6 Special Provisions for Rented Terminals**

**6.1** During the term of the rental period, Worldline shall provide the Merchant with fully functioning, technologically up-to-date Terminals that comply with the applicable PCI Standards. Worldline reserves the right to replace a rented Terminal with another equivalent Terminal at any time.

**6.2** The Terminals may only be used for their intended purpose. The Merchant shall treat the Terminals with the appropriate level of care, and use them in accordance with the Instructions issued by Worldline and the Terminal manufacturer.

**6.3** The Merchant shall obtain written consent from Worldline prior to connecting additional devices or changing a Terminal's location.

**6.4** Rented Terminals shall remain the exclusive property of Worldline at all times. Merchant shall not, in any event, transfer, assign, sub-lease or encumber the rented Terminals.

**6.5** The Merchant shall be liable to Worldline for all damage caused to the Terminals (including for any damage arising from any of the events in clause 5.3.6) or for their loss. In the event of the Terminals being lost or written off, the Merchant shall be invoiced the price of the Terminals (as per the sales price list of Worldline that applies at the time of the damage occurring) as well as a processing fee.

### **7 Obligations of the Merchant**

#### **7.1 Infrastructure of the Merchant**

**7.1.1** The Merchant shall be fully responsible for obtaining, operating and maintaining an Infrastructure that is suitable for the operation of Terminals as well as for taking the technical security measures to prevent any misuse of the Infrastructure. All costs resulting from changes to the Infrastructure shall be borne by the Merchant.

**7.1.2** The Merchant shall ensure that all installations, in particular power and network connections as well as telecommunications equipment, function without error and comply with the requirements and Instructions of Worldline.

#### **7.2 Technical security precautions against misuse of Terminals**

**7.2.1** The Merchant shall, on commencement of the use of Terminals by the Merchant or any authorised employee or contractor, and thereafter on a regular basis, train its personnel to handle and use the Terminals correctly and in accordance with all Instructions issued by Worldline from time to time. The Merchant shall ensure through appropriate measures, including those described in clauses 7.2.2 and 7.2.3, that no unauthorised third parties are able to access nor manipulate the Terminals. The Merchant acknowledges that such obligation is of the essence, in particular, in order to prevent:

- a) improper entries on the Terminals that result in a Transaction being settled; or
- b) manipulations on the Terminals using devices (skimming devices) to read card data and/or visually record a PIN code being entered by the Cardholder.

**7.2.2** The Merchant shall carry out a visual inspection of all Terminals on a daily basis to ensure that no skimming devices have been attached to any Terminal. In exceptional cases, e.g. if there is a significant rise in Terminal manipulations discovered generally in the market or at the Merchant's premises, Worldline reserves the right to require the Merchant to increase the frequency of visual inspections.

**7.2.3** If suspicious or unknown devices are found installed on Terminals or if there are grounds to suspect that an unauthorised third party has

gained knowledge of the Login Credentials for mPOS Terminals, the Merchant shall notify Worldline without delay. In such cases, effective immediately, no further payments may be executed using the Terminals affected and Worldline shall be entitled to immediately suspend the operation of any software or Services relating to such Terminals.

### 7.3 Terminal Software updates

**7.3.1** Worldline will provide regular updates to the Terminal Software relating to its security and functionality. In order to ensure the receipt of Terminal Software updates, the Merchant shall ensure that they are connected to a power supply 24 hours a day and have open communication connections. It is to be noted that Terminal Software updates cannot be received by the Terminals during the operating mode of executing Transactions.

**7.3.2** In order to ensure a continued operation and compliance with security requirements, the implementation of the Terminal Software updates by the Merchant within the time limits set by Worldline is of the essence. Non-compliance with this obligation entitles Worldline to terminate the Contract Module for Payment Terminals.

**7.3.3** Worldline reserves the right to modify the Terminal Software at its own discretion or to carry out maintenance work. If these entail modifications to the Infrastructure, the Merchant shall implement such changes in accordance with the Instructions from Worldline, at the Merchant's own cost.

### 7.4 Permanent deactivation and disposal of Terminals

**7.4.1** For technical security reasons, Terminals reported as stolen shall be permanently deactivated by Worldline.

**7.4.2** Terminals that are no longer used or have been deactivated shall be returned to Worldline, at the Merchant's cost, to be disposed of properly. The Merchant shall pay the disposal fee set out in the Contract Module for Payment Terminals.

### 7.5 Changes on the part of the Merchant

Changes on the part of the Merchant (e.g. regarding its legal form, address, terminal location) shall be immediately communicated by the Merchant to Worldline in writing. Worldline is entitled to invoice the Merchant for the expenses associated with changes.

## 8 Service Package

### 8.1 General

The Service Package agreed within the Contract Module for Payment Terminals will detail the specific scope of the Services relating to the maintenance and support of the Terminals. The Service Package applies to both purchased and rented Terminals and will apply in addition to any warranty.

### 8.2 Activation of the Terminals

Worldline shall carry out all the configurations in the Systems required for the activation and operation of the Terminals. The Merchant shall be responsible for installing the delivered Terminal.

### 8.3 Services for the maintenance of operation

#### 8.3.1 System operation

Worldline shall ensure the connection of the Terminals to the international payment systems.

#### 8.3.2 Helpdesk

The Merchant can contact the Worldline helpdesk using the details specified at: <https://worldline.com/en-gb/merchant-services-uk/contact.html>. The helpdesk assists the Merchant in respect of Terminal operation and resolution of technical disruptions.

### 8.4 Rectifying Terminal Defects

**8.4.1** Terminal Defects must be reported to the Worldline helpdesk immediately and in any case no later than ten (10) days after the Merchant becomes aware of such Terminal Defect.

**8.4.2** Worldline shall decide at its sole discretion whether Defective parts can be exchanged or whether the Terminal has to be replaced. Likewise, Worldline shall decide whether a Terminal Software version in use must be replaced or whether a workaround (a solution intended to maintain the continuity of operation of the Terminal Software) is deployed.

**8.4.3** Unless otherwise agreed in the Contract Module for Payment Terminals, any Defective Terminals shall be replaced by Worldline with an equivalent Terminal or part, using a courier exchange service.

**8.4.4** The Merchant shall ensure that when the courier arrives at the Merchant's premises, the Terminal to be replaced is ready to be handed

to the courier, i.e. all connections and Accessories have been removed. Only in this case will the courier provide the replacement Terminal.

**8.4.5** The Merchant shall take all precautions so that the Terminals do not suffer any additional damage while being transported.

**8.4.6** Title in the Terminal to be replaced shall revert to Worldline on collection by the courier and this Terminal will not be returned to the Merchant.

**8.4.7** In the event that the Service Package agreed within the Contract Module for Payment Terminals provides for the resolution of Terminal Defects to be carried out on-site, the Merchant shall ensure that the Terminals, the premises where the Terminals are located, as well as the Infrastructure, can be accessed by Worldline. For Terminals integrated into vending machines, a person authorised by the Merchant shall also be present. If these requirements are not met, Worldline won't be able to perform any Terminal Defect resolution, and the mobilisation of Worldline's personnel shall be invoiced to the Merchant.

**8.4.8** The following services are not covered by the Contract Module for Payment Terminals and where applicable shall be invoiced to the Merchant on a time and material basis (in accordance with the applicable day rate as included in the Contract Module for Payment Terminals):

- a) resolution of malfunctions or defects caused by any of the events listed in clauses 5.3.4 to 5.3.8; and
- b) root cause analysis whenever the malfunction is not caused by a Terminal Defect.

## 9 Supplementary Services

### 9.1 SIM cards

**9.1.1** Should the Contract Module for Payment Terminals provide for the Merchant to rent or purchase a mobile Terminal, Worldline shall i) provide the Merchant with the applicable SIM cards and ii) activate the SIM cards. Such SIM cards shall:

- a) be used exclusively with the Terminals for which they were ordered from Worldline; and
- b) remain the property of Worldline at all times.

**9.1.2** If a new Terminal is purchased or rented, the cost for the activation of the new SIM card must be borne by the Merchant.

**9.1.3** Worldline shall be entitled to immediately deactivate the SIM cards with no prior warning in the event of misuse, suspected misuse, payment arrears or for security reasons (each being a "Deactivation Event").

**9.1.4** All costs for the reactivation of a SIM card blocked as a result of a Deactivation Event shall be borne by the Merchant. Worldline also reserves the right to demand the return of the SIM cards from the Merchant or to deactivate them without specifying reasons subject to a notice period of sixty (60) days.

### 9.2 Interface Software

**9.2.1** In order to operate the Interface Software, the Merchant shall pay a one-time or recurring user fee, as indicated in the Contract Module for Payment Terminals.

**9.2.2** The Merchant shall be responsible for integrating the Interface Software. Upon the Merchant's request, and subject to an additional fee, Worldline can offer integration support to assist with such integration of Terminals in cash register systems.

**9.2.3** Worldline reserves the right to amend the Interface Software from a technical perspective. In this respect, Worldline cannot offer any warranty regarding compatibility with the Merchant's cash register system.